



# राजपत्र, हिमाचल प्रदेश

## हिमाचल प्रदेश राज्य शासन द्वारा प्रकाशित

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सोमवार, 6 अप्रैल, 2015/16 चैत्र, 1937

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हिमाचल प्रदेश सरकार

**PUBLIC WORKS DEPARTMENT**

NOTIFICATION

*Shimla-2, the 30<sup>th</sup> March, 2015*

**No.PBW(B)F(5)2/2011-XII-L.**—The Governor, Himachal Pradesh, is pleased to order the formulation of Himachal Pradesh Rural Roads Maintenance policy 2015 including Standard Operating Procedure and the same is hereby notified/published for general information of all concerned.

The Himachal Pradesh Rural Roads Maintenance Policy 2015 including Standard Operating Procedure will come into force with immediate effect.

By order,  
NARINDER CHAUHAN,  
*Additional Chief Secretary (PW).*



## Policy on Maintenance of Rural Roads in the state of Himachal Pradesh

**January, 2015**

## Preamble

Road network plays a very important role in the hill state of Himachal Pradesh. To achieve connectivity to the remotest villages in the State, the Government has been relentless in its effort and after the inception of PMGSY; the State has been able to construct approximately 1000 kms of rural roads every year, thereby contributing to a total rural roads network of about 26,000 kms. Road connectivity has contributed to positive changes in the State like access to education facilities, markets and improved medical facilities.

This huge asset thus created needs a huge effort to maintain the same. Inadequate maintenance of roads is resulting in disruption of traffic, hampering economic growth and an increased maintenance cost of vehicles. For optimum utilization of road assets timely maintenance is essential. The principal objectives of road maintenance are to keep roads open, reduce rate of deterioration and extend life of the road network and improve the speed and frequency of public transport services. Maintenance for rural roads also generates local employment opportunities and additional market prospects for the local construction industry. Maintenance of rural roads provides an economic rate of return which is often in the range of 25 to 30 per cent.

Table 1:

The replacement value of rural roads assets in the state of Himachal Pradesh (*Broad Assessment based on as of 1<sup>st</sup> January 2014*)

S No.	Category of Roads	Unit Cost Rs. Lakh / KM	Amount (Rs. Crore)
1	PMGSY 1) New Connectivity 6885 kms 2) Up gradation 2339 kms	58.00 43.00	3993 1006
2	Non PMGSY 1) Core Road Network 15546 kms 2) Non-Core roads 1000 kms	30.00 15.00	4664 150
	Total kms 25770 kms		9813

Any inadequacy in funding and implementation on the ground will result in the erosion of the asset base. The state is committed towards ensuring adequate funds for maintenance of the entire rural road network within its jurisdiction. Under no circumstance shall maintenance be regarded as a secondary issue.

The Govt. of H.P. intends to adopt a rural roads maintenance policy for the planning & execution of maintenance of rural roads under its jurisdiction and shall be called as “Himachal Pradesh Rural Roads Maintenance Policy 2015”.

The policy takes into consideration the Government’s commitment to funding and ensuring transparency in its working, bidding, e-tendering, contract management and implementing rural road maintenance as under:

1. Introduce a system of working out present asset value of the road network at the end of financial year. Box 1 provides indicative steps for assessing the replacement value of the network.

### **Box 1: Assessing Replacement Value of Rural Road Assets**

1. Each PIU is directed to provide the assessment in the month of July/August (lean period of execution) every year.
  2. Standard format for inventory and condition survey shall be specified by HPPWD for collection of data
  3. Each PIU works out the replacement value of roads within its jurisdiction as per illustration given in Table 1.
  4. The replacement value of the total rural road network is put in public domain by the state government.
2. Constitute a state level committee to work out realistic norms for maintenance of rural roads covering Routine, Periodic, Emergency Maintenance and Special Repairs. Box 2 major activities of maintenance;

### **Box 2: Norms for Maintenance of Rural Roads**

State Government shall constitute a Committee comprising technical, administrative and finance senior level officers having technical officers not below the rank of Chief Engineer, and grant about three month's time to work out the norms. The committee may comprise of:

1. Principal Secretary (PW)
2. Engineer-in-Chief, HPPWD
3. Joint Finance Controller of PWD
4. Consultants/other departmental representatives

The norms should cover requirements of routine, periodic, emergency maintenance and special repair under different terrain and domestic conditions relevant to the state.

### **Box 3: Major activities for incorporation in Maintenance Norms**

#### **A. Routine Maintenance**

- Pothole repairs
- Erosion control on shoulders, slopes
- Cleaning of drains, culverts, other waterways
- Bush clearing
- Cleaning and repair of road signs

#### **B. Periodic Maintenance**

- Renewal of road surface
- Major repairs to CD works

C. Emergency Maintenance

- Reconstruction / repair of CD works damaged due to floods, earthquakes
- Reconstruction / repair of road sections damaged due to washouts, floods, landslides, earthquakes

D. Special Repairs

- Clearing of landslides
  - Repair/Reconstruction of retaining/breast walls
  - Repair/Reconstruction of damaged drains
  - Repair/Reconstruction of Road damaged due to laying of Public service utilities
3. Overall responsibility for efficient planning management and delivery of rural road maintenance shall be of HPPWD including coordination with other departments handling the work of rural roads. A dedicated Planning, Budgeting and Monitoring (PBM) Unit, in the PWD Head Quarters to be headed by a Superintending Engineer, which shall be responsible for Planning, Budgeting and Monitoring of all maintenance works of the road network under the overall guidance of the Engineer-in-Chief, HPPWD (Pl. refer S.O.P Chapter-2, clause 2.1.2)
  4. To ensure allocation of adequate and timely availability of funds needed for maintenance of rural roads as per Annual Maintenance Plans, prepared by the HPPWD, a dedicated maintenance fund shall be created on the basis of fund already created for maintenance of PMGSY roads.
  5. Govt. shall constitute a standing Empowered Committee to decide on annual allocation of funds for maintenance of different categories of roads with reasonable share for rural roads based on the percentage of rural roads with respect to the total road network. The EC may comprise of Secretary Finance, Secretary (PW), Engineer-in-Chief, HPPWD and other representatives/ consultants
  6. Explore avenues for mobilising of additional funds for reducing the gap between the funds required and those made available for maintenance of rural roads. Sources for additional revenue generation shall be as under:
    - a. Additional tax on hotel industry (cess on luxury tax etc.)
    - b. Additional levy on fruit exporters
    - c. Additional cess on transport fuels
    - d. Additional cess on transport of agriculture produce
    - e. Rs. 1/- per bottle sale of liquor in the state
    - f. Increase in toll rates
    - g. Additional taxes on transport of minerals/industrial produce in the state.
    - h. Additional levy on vehicle registration
    - i. Additional levies on companies putting hoardings/advertisements by the side of roads
    - j. Contribution by cement producing industry and hydropower producing big corporations/companies.
    - k. Cess or charges imposed on road users for laying utility services like cables for phone connectivity etc.
  7. Formulate an Action Plan for time bound removal of maintenance backlog of the rural road network so that the network is brought to an acceptable level of service. On the basis of road condition (data collected year 2013-14) and reports generated through Road Maintenance & Management System

(RMMS), the State shall identify backlog & remove it in the period of 5 years in a phased manner and the funds for the purpose shall be made available. See Box 4

#### Box 4:

##### Tarred Rural Roads in the state:

1. Very good and good roads:	5445 kms
2. Fair roads:	6496 kms
3. Poor & very poor:	3626 kms
Total:	15567 kms

##### Un-tarred Roads:

1. Very good and good roads:	391 kms
2. Fair roads:	1188 kms
3. Poor & very poor:	7877 kms
Total:	9456 kms

#### 1. Periodic Renewal Requirement:

Considering a periodic renewal cycle of 5 years, length required to be tarred every year  $15567/5 = 3113$  kms

Requirement of funds @ 10 lac per km = **Rs. 311.30 Cr.**

#### 2. Backlog of Periodic Maintenance;

As per road condition data, length of roads in fair, poor and very poor subject to Periodic Renewal

$$6496 + 3626 = 10122 \text{ kms}$$

Length of backlog  $10122 - 3113 = 7009$  kms

Considering backlog to be cleared in 4 years

Kms required for renewal every year  $= 7009/4 = 1752$  kms

Funds required to clear backlog of 1752 kms

@ 10 lacs per year = **175.20 Cr.**

#### 3. Requirement for Routine Maintenance :

With the yard stick rates for routine maintenance @ Rs. 57777/- per km per year for tarred road and Rs 46077/- for un-tarred roads, funds required for routine maintenance

$$= 15567 \times 57777 + 9456 \times 46077$$

$$= 89.94 \text{ Cr.} + 43.57 \text{ Cr.} = 133.51 \text{ Cr.}$$

Since the labour component of routine maintenance is met out of Regular (industrial & non Industrial) workers of HPPWD, therefore, funds required are only for material component which is approximately 30% of total requirement, therefore, funds required for material component:

$$133.51 \times 30\% = 40.05 \text{ Cr.}$$

**Total requirement of Periodic Renewal+ backlog of Periodic Renewal + Routine Maintenance;****311.30+175.20+40.05= 526.55 Cr.**

8. HPPWD shall institute an annual performance evaluation system to inform the government about the delivery of maintenance and condition of the rural road network as a result of funds allocated for the purpose.
9. HPPWD shall simplify the existing Road Maintenance & Management System (RMMS) for rural roads to prepare Annual Maintenance Plans for each PIU based on scientific condition assessment of the road network.
10. Set up Special Zonal Task Forces in each PWD zone to deal with emergency situations arising due to natural disasters headed by Zonal Chief Engineer, SE (Design) of the Zone and concerned SE of the Circle as members
11. The field units of HPPWD shall collect/outsources the collection of road condition data and inventory data and capture the condition of roads through photographs/videography (having longitude & latitude) of location and such details shall be uploaded suitably on the department website.
12. Some pilot works of maintenance shall be undertaken jointly by PIU of HPPWD and relevant block/gram panchayat and steadily move towards devolving maintenance responsibility in respect of rural roads to Panchayati Raj Institutions. Similar pilot project shall be undertaken with the involvement of local community participation.
13. Training shall form an integral part of Institutional strengthening of the HPPWD. For this HPPWD shall formulate a calendar of training programmes for its technical officers at various levels. These training programmes shall include development and dissemination of training modules covering all aspects of road maintenance from planning to execution to monitoring of entire maintenance activities. An in-house cadre of trainers shall be developed for imparting training to the staff. Training modules shall be developed for imparting both on-site as well as off-site training to field staff. Training programmes shall also include study tours aimed at exposing officials to national/ international best practices.
14. HPPWD shall extend support in providing outreach programmes in enhancing the training facilities for Class C and Class D contractors in implementation of maintenance works. For this, the contractor's associations shall be associated to work out the details of training modules, training providers including on-the-job exposures in close association with the road agencies. Such modules could be in the form of booklets / hand-outs in various maintenance operations as also in audio-visual mode.
15. The HPPWD shall identify and pilot innovative maintenance models and technologies. These innovations shall be in the form of piloting and adopting different models of outsourcing maintenance works which could be in the form of Performance Based Maintenance Contracting (PBMC), Community Contracting or a hybrid system involving combination of PBMC and conventional Engineering, Procurement and Construction (EPC). The thrust on innovative technologies shall be on materials that can be used in all weather conditions, reduce time and manpower required for repairs, thereby improving productivity. The technology shall be cost effective, easy to manage, off the shelf material for patch / pothole repair and application with simple tools with all maintenance items being accommodated in a small vehicle for speedy execution. Possibility of adopting new techniques for pothole repairs such as first time permanent repairs shall also be explored. Effort shall be on environment friendly technologies.

16. The HPPWD shall undertake road user satisfaction surveys every three years on its rural road network and put the result on the website.
17. Detailed guidelines for execution of maintenance policy will be finalised by Public Works Department. The essential methods & procedures to assist in implementation of Annual Maintenance Plans have been incorporated in these guidelines and attached as Annexure-I as *(Standard Operating Procedures for Maintenance of Rural Network IN HP)*. The objectives & expectations from the maintenance work, utilization of resources, responsibilities & functions of staff at different level, procedures for contract management, quality assurance, technical specifications, maximum response time have been explained in these guidelines.
18. Necessary amendments may be made in the provisions of the guidelines by the Himachal Pradesh Public Works Department on the basis of experiences.



# STANDARD OPERATING PROCEDURES FOR MAINTENANCE OF RURAL ROAD NETWORK IN HIMACHAL PRADESH January, 2015

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## INTRODUCTION

- 1.1.1 Roads occupy an important position in the transportation system of Himachal Pradesh. Road infrastructure is critical to economic growth and social development. Maintaining these roads in serviceable condition is crucial to agricultural and industrial growth on the one hand and affording means of access to the public.
- 1.1.2 The continued extension and improvement of the road network does however create new and growing challenges in terms of an increasing maintenance burden. In order to sustain the benefits of the investments made in building and improving roads, there is a need to boost capacity in terms of providing adequate maintenance.
- 1.1.3 More emphasis needs to be placed on the maintenance of already existing infrastructure assets. This implies that an increasing proportion of funds and managerial capacity needs to be allocated for protecting the investments made earlier in building the road network.
- 1.1.4 From a technical point of view, there is no shortage of technical guidance on how the works should be carried out. The challenge seems to be more related to how maintenance should be organised and when it should be carried out. There is, however, a need to define requirements at operational level which ensure that technical means are secured in order to actually carry out the required maintenance. Therefore, it has been felt necessary to put in place a Standard Operating Procedure for maintenance of the roads at operational level for securing adequate and timely maintenance of the rural road network.

## CHAPTER TWO

### STAFFING

#### 2.1 Organisational Setup

- 2.1.1 Himachal Pradesh Public Works Department shall be responsible for the operation and maintenance of the entire road network under its jurisdiction. The administrative control of the department shall rest with the Secretary to the Government of Himachal Pradesh. The Engineer-in-Chief would be overall in-charge of the department. The construction and maintenance of the network comprising State Highways, Major District Roads and Rural Roads shall be supervised by the Zonal Chief Engineers who have control over the field Circles with each circle headed by a Superintending Engineer. These circles are further divided into field Divisions each headed by an Executive Engineer. Similarly, these field divisions have a number of sub divisions headed by an Assistant Engineer. The Assistant Engineers are assisted by a number of Junior Engineers each of whom is in-charge of a section. The Junior Engineers are in turn assisted by Works Inspector/Mates etc.
- 2.1.2 A dedicated Planning, Budgeting and Monitoring (PBM) Unit in the PWD and headed by a Superintending Engineer shall be responsible for Planning, Budgeting and Monitoring of all maintenance works of the road network under the overall guidance of the Engineer-in-Chief. This unit shall comprise of one Executive Engineer, two Assistant Engineers, two Junior Engineers, one Draftsman and two Computer Operators. The Deputy Controller (F&A) shall assist the Superintending Engineer of the PBM Unit in all financial matters.
- 2.1.3 Technical audit of sample stretches as well as the quality inspections shall be conducted by the Quality Control wing of the PWD.

## CHAPTER THREE

### PLANNING AND DESIGN

- 3.1.1 Maintenance Works will include all works of routine maintenance, periodic maintenance, road rehabilitation including pavement strengthening, special repairs and emergency maintenances.
- 3.1.2 The **PBM Unit** shall initiate action on maintenance activities as under:
- (i) Exercise for **review of Yardstick Norms for routine maintenance** shall commence in October every year and the process completed by 30<sup>th</sup> November. The norms as finalized shall be notified by 31<sup>st</sup> December and shall be applicable for the next financial year beginning 1<sup>st</sup> April. Even in case the norms do not require any change the existing norms shall again be notified by this date.
  - (ii) **A yearly review of the rates of individual items** involved in maintenance activities shall be carried out by considering the prevailing market rates as on 1<sup>st</sup> October of that year and the review shall be completed by 30<sup>th</sup> November. The rates so finalized shall be notified by 31<sup>st</sup> December.
- 3.1.3 A **Periodic Renewal cycle** of 5 years shall be adopted for roads traversing altitude above 2000m (snow bound areas) and 6years for roads traversing altitudes below 2000m (non snow bound areas)
- 3.1.4 The **Specifications** to be adopted shall be HPPWD Specifications for State works and Ministry of Rural Development (MoRD) Specifications for PMGSY works. In case specification for a particular item in State Works are not available MoRD specifications for Rural Roads shall be followed and vice-versa.
- 3.1.5 The **Field Units**, namely, the Divisional Offices shall be responsible for carrying out the Road Inventory and Road Condition Surveys as per prescribed procedures.
- 3.1.6 The **road condition data survey** at every 100 m interval shall be carried out by the Junior Engineers in charge of the respective sections. They may take the assistance of their Work Inspectors/Mates. Their work shall be supervised by their Assistant Engineers and physically checked to the extent of 15% and accordingly certified. The road condition data shall be collected through visual inspection. The Assistant Engineers (MM) posted in the zonal offices shall simultaneously carry out 10% test check of the road condition data collected by the field units.

The **schedule for the above activities** shall be as under:

- (i) The surveys shall commence immediately after the cessation of monsoons in October and completed by 15th November
- (ii) Data from the survey shall be uploaded on the Road Maintenance Management System (RMMS)/Road Management System (RMS) by the Divisional Offices by 1st week of December
- (iii) Results of the entire road network shall be generated by the PMGSY HQ staff by 31st December.

- 3.1.8 PWD HQ shall finalize the priority list for Annual Maintenance Plan (AMP) and disseminate the same to all field offices by the 15th January. The field Executive Engineers on receipt of the approved AMP shall have another verification carried out to confirm that the roads appearing in the AMP with respect to their jurisdiction actually qualify for Periodic Renewal and revert back to the HQ by 31st January with full justification in case any substitution is required. Annual Maintenance calendar shall be hoisted on departmental website by March.
- 3.1.9 Field offices shall initiate action for preparing estimates and inviting bids for works proposed to be contracted out for the approved chain ages of various roads immediately and works shall be awarded by 25th March.
- 3.1.10 Implementation shall commence by 10th April except for the tribal areas where the working season normally starts in May end/June.
- 3.1.11 The Annual Calendar of Road Maintenance Activities shall be as given in Table 1

**Table 1****ANNUAL CALENDER OF ROAD MAINTENANCE ACTIVITIES**

Sr. No.	Item of Work	Intervention Standard	Response Time	Frequency	Remarks
1	2	3	4	5	6
1.	<b>Cleaning/desilting of road side drain/gutter</b>			Thrice i) February ii) May and June iii) August and September and as and when required i.e. blockade more than one-fourth	
	Water diverted out of drain onto roadway	Causing a hazard to traffic	Immediate		
	Obstruction or Siltation impeding flow	Blocked by more than one-fourth of the size of the drain	14 days and prior to monsoon		
2.	<b>Pothole Filling</b>				
	Collection of patch repair material for Bituminous roads			i) January and February ii) July and September	
	Collection of patch repair material for WBM repair			i) January and February ii) July & August	
	Pothole filling in Bituminous and rigid pavement with maximum dimension more than 200mm, cracks, edge breaks, ruts and depressions	All potholes $\leq 75$ mm depth Cracks $> 5$ mm in width Edge Breaks $> 150$ mm in width Ruts $> 50$ mm in depth Depressions $> 50$ mm in depth	21 days	Immediate on their occurrence	

	Pothole filling in WBM with maximum dimension >200mm	Depth > 75mm	21 days		
	Pothole filling in Gravel/ Katcha surface	Depth >50mm Width >300mm	45 days		
3.	<b>Filling edges of bituminous surfaces and replenishing/ lowering earthen/ hard shoulders</b>	Difference more than (-) 50mm/ (+) 0mm		Before and after monsoons and as and when required i. e. when the requirements as specified are exceeded as per Col. 3	
4.	<b>Dressing of berms</b>			Before and after monsoon and once in between i.e. February/ March, June, August and September	
5.	<b>Restoration of rain cuts and side slopes</b>			September and as and when required	
6.	<b>Cleaning of Cross-Drainages</b>				
	Debris and silt reducing effectiveness of structure, broken or cracked structure causing instability, under mining or not functioning properly	Blocked by more than one-fourth of the size of the culvert opening	14 days	Twice (May and October) and as and when required i.e. blockade more than one-fourth of the opening	
	Deformation of culvert, its invert and alignment		45 days and prior to monsoon		
7.	<b>While washing of Parapets, Guide Stones, Tree Trunks etc.</b>			Twice (April and October)	
8.	<b>Re-fixing disturbed caution boards, other signage etc.</b>			Once and as and when required	
9.	<b>Re-fixing displaced Km. stones, 200m stones, guard stones, guard rails</b>			Once and as and when required	
10.	<b>Cutting of branches of trees, pruning shrubs</b>			Once (October)	
11.	<b>Removing wild seasonal growth on berms and from road side structures</b>			Twice (March and September)	

12.	Painting of Km. stones, Numbering of culverts, Road markings etc. including history of road on Km. stones		Once (April/ November)	
13.	Maintenance of T & P	All round the year		
14.	Removal of encroachment	All round the year		

3.1.12 The Superintending Engineers in charge of field circles shall closely monitor the progress of the above activities in respect of their jurisdictions.

3.1.13 The Junior Engineer shall prepare monthly Maintenance Plan of the roads and forward it to the Assistant Engineer one week before the commencement of the respective month for approval

3.1.14 In case of Divisions having labour in excess of the norms the Executive Engineer shall, in consultation with the Superintending Engineer, prepare a list of works such as construction of side drains, culverts, parapets, retaining/breast walls etc. that could be entrusted to such surplus labour. The quantum of works thus identified should be commensurate with the prescribed norms for tasks for labour. This list shall be prepared and finalized within the first three months of the calendar year so that these works are taken up from the start of the next financial year.

## CHAPTER FOUR

### INSPECTION

#### 4.1 Duties

4.1.1 Attention of all officers/officials of the Department is drawn to the imperative necessity for the maintenance of the roads under their jurisdiction. In order to maintain the roads efficiently and economically, officers/officials in-charge of the roads must exercise the greatest care to see that money and materials are used with caution and financial prudence. To achieve this, frequent inspections are necessary and in this connection the following broad principles are laid down:

- (i) The Mate/Work Inspector shall keep a strict watch on the condition of the entire stretch of road under his beat and cover the same daily.
- (ii) The Junior Engineer incharge shall inspect the entire road length under his jurisdiction at least once every week. He shall simultaneously verify at site the contents of the Daily Progress Report as maintained by the Mate/Work Inspector in his diary and initial the same
- (iii) The Assistant Engineer incharge of the road shall ordinarily travel at the rate of 30 Km. per day and inspect the entire length under his jurisdiction at least once every month. He shall invariably be accompanied by the Junior Engineer incharge to whom he can give the necessary directions for repairs.
- (iv) The Executive Engineer shall also arrange to travel only moderate distance each day and shall be accompanied by the Assistant Engineer incharge. He shall inspect all the roads under his jurisdiction once every three months.
- (v) The Superintending Engineer shall, whenever possible, be accompanied by the Executive Engineer. He shall plan his visit through alternate routes rather than following only the regular

and direct route while proceeding/coming back from tour. This is necessary to ensure that alternate routes/interior roads get inspected even when the purpose/destination for the tour may be different. It may, therefore, be ensured that the officer does not undertake to and fro journey through the same route. He shall travel on alternate route on one or another journey.

- (vi) Every effort should be made to issue instructions verbally and with personnel consultation supplemented by notes in the notebook of the person to whom orders are given. This procedure will save time in writing long inspection notes.
- (vii) Superintending Engineer should be able to supplement the notes given in the notebooks with more precise orders.
- (viii) From the point of view of safety of traffic, as well as from the point of view of safety of road structures, it is essential to pay special attention to the maintenance of road berms. The Inspecting officers should make special note of the condition of the berms and their improvement since the last inspection and record the same in the notebook of the Junior Engineer and the Assistant Engineers.
- (ix) The Superintending Engineer shall also inspect the roads from overall road safety considerations and give appropriate directions

#### 4.1.2 Duties of Mate

- (i) To report to Work Inspector/ Junior Engineer.
- (ii) To mark daily attendance of labour working under him.
- (iii) To help in the layout, marking, checking the quality and quantity of work done by the labour and get the work executed as per instructions.
- (iv) To assist the Work Inspector/Junior Engineer in taking out the measurement for daily work done by labour.
- (v) To display necessary caution boards for safety point of view as per standard layout.
- (vi) To report to his senior about any causality, accident, encroachment of Government property or any type of serious damage to the Government property within his beat.
- (vii) To maintain T & P and sign boards under his charge.
- (viii) To carry out jobs of semi-skilled nature connected with his trade alongwith his gang.
- (ix) General supervision over un-skilled labour.
- (x) To get cement/composite mortar prepared in his presence as per instructions of Junior Engineer/Work Inspector.
- (xi) To report about damages to structures, kilometer stone etc. and keeping them in position.
- (xii) To comply with any instruction given by his immediate superior.
- (xiii) Daily labour report, D.L.R.
- (xiv) To ensure adequate quantum of work being done by gang and that it conforms to norms.
- (xv) To keep account of permanent articles, for example direction boards, trees, drums etc. in his beat.

- 
- (xvi) To ensure providing and proper upkeep of diversions.

#### 4.1.3 Duties of Work Inspector

- (i) To report to Junior Engineer.
- (ii) To maintain daily diary of the work done and to put up to the Section Incharge every alternate day.
- (iii) To maintain daily receipt/daily consumption of material consumed.
- (iv) To help in preparing estimates for minor works and repairs.
- (v) To ensure execution of work according to specifications and drawings.
- (vi) To take round of various bridges and roads under his charge on regular basis and report to section incharge about repairs to be done. He shall also assist to plan out a programme for such repairs in advance and ensure their execution through the department labour within the specified period.
- (vii) To assist Junior Engineer in taking out measurement and distributing work to labour daily and checking their attendance.
- (viii) To estimate and indicate rough quantities of materials required
- (ix) To take measurement of daily work done.
- (x) To ensure adequate quantum of work being done by gang and that it conform to norms
- (xi) To maintain material at site account and account of traffic signs.
- (xii) To report about unauthorized constructions and encroachments on government premises.
- (xiii) To comply with the instructions given to him by his immediate officer.
- (xiv) To ensure submission of daily report.
- (xv) To see that log books are filled daily for machinery and that machinery are parked properly.
- (xvi) To maintain details of land width and check encroachments.
- (xvii) To ensure proper maintenance of speed humps and caution boards Including their painting.

#### 4.1.4 Duties of Junior Engineers

- (i) Inspection and supervision of works as per prescribed norms.
- (ii) Recording the progress of both casual and regular labour in the Measurement Book (MB) and ensuring that the output of labour matches with the norms for task for labour.
- (iii) No progress in MB be entered as 'unsusceptible to measurement' and progress of all activities be recorded.
- (iv) Reporting observations to higher authorities.
- (v) Preparing estimates for repairs after conducting condition survey of roads.

- (vi) Reporting about closure of road/obstructions due to any of the following reasons;
  - (a) Over toping/breach;
  - (b) Landslides;
  - (c) Earth quakes;
  - (d) Accident;
  - (e) Any other reason (specify);
- (vi) Arranging for removal of obstructions such as dead animals, trees and other debris lying on road.
- (vii) Enumerating safety measures and restoration works in case of flood damages and breaches and reports on opening of traffic/completion of restoration.

#### **4.1.5 Duties of Assistant Engineers**

- (i) Inspection and supervision of works as per norms.
- (ii) Reporting observations which suggestion for remedial action to higher authorities.
- (iii) Getting estimate prepared and checked after conducting surveys and site investigations.
- (iv) Reporting about heavy rain fall in the area and consequent rain damage.
- (v) Enumerating action on the report of Engineering subordinates regarding obstructions, accidents etc.
- (vi) Enumerating safety measures and restoration of (both temporary and permanent) works in case of flood damages and breaches.

#### **4.1.6 Duties of Executive Engineers**

- (i) Inspection and recording of observations as per prescribed norms.
- (ii) Planning and finalization of nature of maintenance activities e.g. surface repair, prepare to CD works etc.
- (iii) Arranging men, materials and machinery in advance as per requirements.
- (iv) Finalizing action on reports of Assistant Engineers and also on safety measures, diversion in case of breaches and flood damages.
- (v) Coordination with various agencies like Traffic Police, Local Administration, Publicity Media etc., in case of emergent repair, interruption to traffic by road blockage, etc.
- (vi) Initiate steps for finalizing permanent restoration works.

### **4.2 Action to be taken in case the road is Breached or Blocked**

#### **4.2.1 Action to be taken by the Mate/Work Inspector**

- (a) Immediate report of the road breach/blocked will be made to Junior Engineer and Assistant Engineer. The following points will be included in the reports:
  - (i) Name of the road



- (ii) Location of the breach/blockade
- (iii) Length and nature of the breach/blockade
- (iv) Date and time of occurrence
- (v) Assessment of the assistance in the form of men and material required
- (b) “Road closed” boards and “Diversion” boards shall be fixed on both sides at 60 m distance in advance of the hazard
- (c) Arrangements for red lights to be done in case of darkness
- (d) Labour shall be deputed to guide the traffic to prevent any accident
- (e) Construction of diversion, if possible

#### **4.2.2 Action to be taken by the Junior Engineer**

- (a) He will at once visit the site of the hazard and shall ensure that:
  - (i) Road has been closed by means of barricading with empty drums or any other means available at site
  - (ii) That caution and diversion boards have been fixed on both sides
  - (iii) Arrangements made to guide the traffic by posting gang men having red flags
  - (iv) Arrangements made for red lights and chowkidar etc.
  - (v) Steps to stop further damage to the road are taken as per site requirement
  - (vi) Possibilities of construction of diversion to be explored. If possible the diversion should be constructed with available resources
- (b) He shall immediately report to the Assistant Engineer, Executive Engineer and Superintending Engineer through fax regarding the road breach, duration of blockade of the traffic followed by a detailed report containing:
  - (i) Name of the road
  - (ii) Location of the breach/blockade
  - (iii) Length and average depth of the breach
  - (iv) Date and time of occurrence
  - (v) Duration of suspension of traffic
  - (vi) Requirement of men and material for restoration of traffic and road and the approximate cost
- (c) All arrangements and efforts shall be made for restoration of traffic
- (d) He will intimate the details of any losses and injuries to the public, if any, including the extent of compensation if payable

**4.2.3 Action to be taken by the Assistant Engineer**

- (a) He shall at once inspect the site of the hazard
- (b) He shall inspect all safety measures taken by the Junior Engineer
- (c) He shall ensure that the restoration of traffic is done at the earliest
- (d) He shall send a detailed report regarding the breach/blockade enumerating all the points given under 2 (b) above. In addition to these he will also include the following points:
  - (i) The causes of the breach/blockade
  - (ii) Forecast estimate for restoration of traffic and road
  - (iii) Remedial measures to avoid any future occurrence with forecast estimates
  - (iv) Any other information which he wants to include

**4.2.4 Action to be taken by the Executive Engineer**

- (a) He shall at once visit the site of breach. In case of multiple occurrences, he will inspect them in order of priority and importance
- (b) He shall ensure speedy restoration of traffic
- (c) He shall send a detailed report to the Superintending Engineer and Chief Engineer about the road damage indicating:
  - (i) Nature and cause of damage with location
  - (ii) Proposals for remedial measures with financial implications
  - (iii) Nature and course of consequential damages to public properties etc.
  - (iv) Action taken for restoration of traffic and restoration of damages with financial implications
- (d) He shall be fully responsible for all the action taken for the protection and safety of traffic and road

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**CHAPTER FIVE**
**EXECUTION OF MAINTENANCE OPERATIONS****5.1 Safety of Workers and Road Users During Maintenance**

- (I) In the implementation of maintenance operations, the road user and personnel involved in the work shall not be exposed to hazards. Besides, delay and inconvenience to the traffic should be reduced to the minimum.
- (II) Traffic hazard and inconvenience be minimized by use of temporary road signs and controlling/guiding of the traffic.
- (III) Maintenance operations should at a time be confined to small lengths say 30m in half the pavement width, leaving the other half for use by traffic.

**5.2 Output of labour**

- (I) There should be no ambiguity regarding duties assigned to the supervisory staff so that there is full coordination while identifying jobs and giving direction to the labour. In this connection, the duties of Mates/Work Inspector have been spelt out elsewhere in this document.
- (II) The gang men must fully know the tasks they are to carryout and the expected output.
- (III) There should be regular checking whether the task assigned and output achieved are as per norms.
- (IV) All works (no work to be recorded as unsuceptible to measurements) executed by the labour both casual and regular shall be measured and entered in the Measurement Book (MB) and if the progress is less than the norms then proportionate recovery shall be made or the wages shall be reduced accordingly by the Assistant Engineer responsible for making payment.
- (V) The recommended tasks for labour are given as under:

**Table-2**

<b>Sr. No.</b>	<b>Task</b>	<b>Norms</b>
1.	Earth work such as in berms, de-silting of drains etc.	
	(a) Ordinary soil	2.5 Cum/person/day
	(b) Hard soil	1.75 Cum/person/day
2.	Dressing of berms	75Sqm/person/day
3.	Jungle clearance	100Sqm/Person/Day
4.	Patching with premix carpet	0.75 Cum/Person/Day
5.	WBM patching	0.30 Cum/Person/Day
6.	Blinding of WBM surface	150Sqm/Person/Day
7.	Edge covering	60 m/Person/Day
8.	Side slope/shoulder repair	2.0 Cum/Person/Day
9.	Maintenance of drains	125 RM/Person/Day
10.	White washing of parapets, tree trunks, breast walls etc.	30Sqm/Person/Day
11.	Other items as per norms worked out from Schedule of Rates (SOR)	

Note: The quantity mentioned is that of grit and blast used for patch repairs.

- (VI) For the purpose of monitoring the progress of these works the Mate/Work Inspector incharge in that section shall be accountable. The Junior Engineer will exercise 100% test check in each work and Assistant Engineer/Executive Engineer respectively upto 30 and 10%.
- (VII) Instead of deploying labour in a scattered manner, deployment shall be made in gang who will take up work from one and move progressively towards the other ends.
- (VIII) In order to ensure continuous maintenance of roads and availability of some labour even on Sundays to attend to any emergent job, it shall be expedient to stagger week-end holidays to them, whereas casual daily wage workers shall be allowed weekly rest on Sundays and Work Charged/regular labour shall be given weekly holiday on Mondays.

**5.3 Material Procurement**

- (I) Material used for maintenance of paved roads is bitumen/emulsion and aggregate
- (II) Bitumen/emulsion shall be procured and stored centrally along with cement required for other repairs

- (III) Aggregate and sand shall be collected at site of work as per requirement
- (IV) The procurement of above materials shall be made as per the Annual Calendar of Road Maintenance Activities shown elsewhere in this document

#### 5.4 Mechanical Equipment

- (I) Arrangement for mechanical equipment such as road roller, Mini Hot Mix Plant, if proposed, to be deployed shall be made well in time keeping in view the Annual Calendar of Road Maintenance Activities

#### 5.5 Tools and Plants

- (I) The requirements of tools and plants in good condition for one gang for 20 Km. beat having 5 Gang men and one Mate shall normally be as shown in Table-3:

**Table-3**

Sr. No.	Item	Essential Quantity (With Gangs) (Nos.)	Option with J.E. incharge (Nos.)
1.	Spades	3	
2.	Pan (parat)	3	
3.	Pick Axes	2	
4.	Axe	1	
5.	Wheel barrow	3	
6.	Tar Sprinklers (Jharnas)		1
7.	Tar Buckets		1
8.	Tar boiler (mini)		1
9.	Brushes		
	(a) Wire	5	
	(b) Coir	5	
	(c) Hair	5	
10.	Hammer	1	
11.	Rope		
	12 mm	1	
	6mm	1	
12.	Cross Slope Template for berms (camber 3 percent)	1	
13.	Tar thermometer		4
14.	Spring Balance		1
15.	Tape 15 mtr.	1	
16.	Measuring wooden boxes (35cm x 25cm x 40cm)		2
17.	G.I. Bucket	1	
18.	Straight edge		1
19.	Caution board		2



Cumulative Achievement during the year		Overall upto date Achievement		Likely date of Completion	Remarks
Physical (in Km.)	Financial (in Rs. Lacs)	Physical (in Km.)	Financial (in Rs. Lacs)		
13	14	15	16	17	18

Note: The Executive Engineer shall certify that financial figures given are as per the Register of Works (CPWA-41) corresponding to Works Abstract (CPWA-34)

Table-6

### Physical and Financial Progress of Special Repairs/Flood Damage Repairs

Name of Division: -											
Name of Sub-Division: -											
Name of Road	Job No.	Type of Repair	Sanctioned Amount (Rs. Lacs.)	Achievement upto last Financial Year		Target for current Financial Year		Achievement during the year upto last quarter		Achievement during the quarter	
				Physical (Km./%age/ No.)	Financial (Rs. Lacs)	Physical (Km./%age/ No.)	Financial (Rs. Lacs)	Physical (Km./%age/ No.)	Financial (Rs. Lacs)	Physical (Km./%age/ No.)	Financial (Rs. Lacs)
1	2	3	4	5	6	7	8	9	10	11	12

Cumulative Achievement during the year		Overall upto date Achievement		Likely date of Completion	Remarks
Physical (Km./%age/ No.)	Financial (in Rs. Lacs)	Physical (Km./%age/ No.)	Financial (in Rs. Lacs)		
13	14	15	16	17	18

Note: The Executive Engineer shall certify that financial figures given are as per the Register of Works (CPWA-41) corresponding to Works abstract (CPWA-34)

- 6.1.3 The Superintending Engineer shall hold review meeting with the Divisional and Sub-Divisional officers before the 25th day of the calendar month immediately succeeding the quarter under report and send his report to the Zonal Chief Engineer and PWD Head Quarters by the 30th day of the same month.
- 6.1.4 The Zonal Chief Engineer shall review the same and the comments of the Zonal office shall be communicated to the Superintending Engineers and the Executive Engineer by the 15th day of next month
- 6.1.5 The Planning, Budgeting and Monitoring (PBM) Cell shall review the same and the comments of the head Quarter shall be communicated to the Superintending Engineers and the Executive Engineer by the 20th day of next month.

- 6.1.6 At Division level the Executive Engineers will review the physical and financial progress on the above analogy on a monthly basis and hold a review meeting with the Assistant Engineer by the 12<sup>th</sup> day of each succeeding month.

## CHAPTER SEVEN

### FINANCIAL MANAGEMENT

- 7.1.1 The rules for keeping and rendering accounts and dealing with financial transactions made in respect of works under State Head shall be as per Public Works Accounts Code.
- 7.1.2 The Executive Engineer shall maintain cash books in respect of all financial transactions.
- 7.1.3 All financial transactions made during the month shall be posted monthly in the Register of Works from Works Abstract.
- 7.1.4 Before submission of the monthly account to the Accountant General's office the Register of Works (CPWA 41) shall be completed, reviewed by the Executive Engineer and date initialed by him in token of his having examined the entries and found to be correct.
- 7.1.5 The Register of Works shall serve as authentic record of expenditure being made every month and finally the yearly expenditure of maintenance incurred on each road as this Register is to be maintained with a separate page devoted to each road.
- 7.1.6 Works executed under the PMGSY programme would in addition to above, be governed by the PMGSY Accounts Manual of Maintenance Fund, by opening a separate Bank account for the Maintenance Fund as per the provisions of this manual.
- 7.1.7 The payments of bills on account of maintenance of PMGSY roads shall be made out of funds provided to HPGSDA for the maintenance of these roads.
- 7.1.8 No payment of maintenance of PMGSY roads shall be made from State Funds,
- 7.1.9 The demand for funds/Bank Authorization shall be made for routine maintenance and periodic maintenance on separate requisition forms devised by SRRDA for these maintenance activities,
- 7.1.10 The accounting shall be maintained through ledgers maintained at Circles level which stand designated as Accounting Centers in addition to Division level Accounting Centers at four Tribal Divisions, namely, Kalpa, Kaza, Karchham and Udaipur. The Superintending Engineers and Executive Engineer of these Accounting Centers are authorized signatories for drawl and disbursement of money. All authorized signatories operate on the single bank account opened for Maintenance Fund.
- 7.1.11 Ledgers shall also be maintained in the SRRDA to keep a watch on the expenditure.
- 7.1.12 The funds shall be released to these accounting centres by the SRRDA through the system of Bank Authorization.
- 7.1.13 Year wise, Phase wise and Package wise ledger accounts shall be maintained for accounting of periodic maintenance separately for PMGSY (Regular) and World Bank funded Projects.
- 7.1.14 The funds shall be demanded by the Divisions on the basis of actual bills.
- 7.1.15 Monthly accounts shall be rendered by accounting centers to SRRDA by the 5th of the following month for their scrutiny and compilation on monthly basis.

- 7.1.16 Funds received for renewal and routine maintenance shall be shown separately in the monthly accounts.
- 7.1.17 The Year wise, Phase wise and Package wise schedule of expenditure shall be prepared separately for periodic renewal and routine maintenance.
- 7.1.18 In case of maintenance work carried out through departmental labour, the Executive Engineer shall demand Bank Authorization for material payment and separate cheque shall be issued by the Superintending Engineer/ Executive Engineer authorized for issuing cheques to the concerned Executive Engineer for accounting purpose in their accounts under appropriate heads.

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## CHAPTER EIGHT

### QUALITY ASSURANCE

- 8.1.1 The Quality Assurance activity, in order to be truly effective has to ensure a progressively improved and uniform quality of the finished work. Maintenance of quality has to be imbibed in the minds of the contractor as well as the officials of the department.
- 8.1.2 The direct responsibility for ensuring proper quality of work as per approved specifications for achieving the intended performance rests with the field team of Executive Engineer, Assistant Engineer and Junior Engineer. The Superintending Engineer shall be overall responsible for management of Quality System and Procedures for the works under his charge.
- 8.2 Responsibilities of the field staff
- 8.2.1 The broad responsibility of the staff and the Engineer-in-charge will be as under:—
- (i) To ensure that materials duly approved by the competent authority are used in the work.
  - (ii) Wherever necessary the Executive Engineer shall approve the sources for respective materials.
  - (iii) Samples of materials shall be approved by the Executive Engineer.
  - (iv) To ensure that all the mandatory field and laboratory tests as laid down in the specifications are carried out at appropriate time and materials failing to conform to the required specifications are promptly rejected and removed from site.
  - (v) As far as practicable all tests on materials shall be carried out at the construction site in a field/Divisional laboratory, which shall be set up under the control of the Executive Engineer. A Junior Engineer of the Division with aptitude for testing shall be selected by the Executive Engineer for manning the laboratory. He shall be given training in the Central Laboratory to familiarize with the various tests, and then placed in charge of the field laboratory.
  - (vi) It will be incumbent upon the Executive Engineer to keep a watch over regular testing of materials before making payment at the stage of each running bill.
  - (vii) Samples for tests shall be taken mostly by the Junior Engineer, or some by the Assistant Engineers. Samples for 10% of mandatory tests shall be collected by the Executive Engineer. 10% of the field tests shall be got done by the Executive Engineer in his presence.
  - (viii) A guard file shall be maintained at all work sites, with copies of all inspection reports to-date.



- (ix) Inspection Register, Site Order Book, Record of tests, Hindrance Register, etc. shall be put up for entries and review to every inspecting officer.
- (x) The inspecting officers of the rank of Superintending Engineer and above shall not confine themselves only to review of progress, co-ordination and general matters, but shall also inspect the work from quality Assurance aspects.
- (xi) The Executive Engineer and Superintending Engineer shall invariably review and sign the guard file of earlier inspections, Inspection Register, Site Order Book, Register of tests carried out, Hindrance Register etc.
- (xii) The Executive Engineer shall ensure that the Assistant Engineers and Junior Engineers, as well as the contractors' supervisors in-charge are fully aware of the specifications and method of execution of any new/fresh item of work to be taken up in the next 2 weeks. The Assistant Engineer/Junior Engineer/ Supervisor shall ensure that this important aspect is not overlooked.

### 8.3 Quality Assurance set up at Circle Level

8.3.1 The Quality Assurance team with the Superintending Engineer of the Circle as its head will comprise the Assistant Engineer (alongwith his Junior Engineer for laboratory work), whose main job is quality assurance. In order that the role of the Assistant Engineer (QA) is effective in the process of Quality Assurance, the following points are essential:

- (i) The periodicity of visit of works should be such that the process control at various stages is possible.
- (ii) There should be minimum delay between inspection of work and communication of inspection report to the field formation.
- (iii) The Assistant Engineer (QA) shall carry out his tasks in a manner that relates operationally to the quality specifications and standards laid down for the work, and to the control actions that can be applied to the construction process. Thus the Assistant Engineer (QA) should assess those aspects which are important to the overall quality of the finished work.

8.3.2 The functions of the Quality Assurance team at Circle level are to check the compliance of Quality Assurance system by the field units and to guide the field engineers in quality related aspects of the work. For this purpose:

- (i) The Assistant Engineer (QA) shall carry out a minimum of 4 visits to works every month.
- (ii) The Assistant Engineer (QA) shall prepare his program and seek approval of the Superintending Engineer. The program shall be sent to site in advance of inspection.

8.3.3 Such inspections by the QA team shall, however, not absolve the responsibility of the Junior Engineer/Assistant Engineer/Executive Engineer for accepting only quality work from the contractor.

8.3.4 On the basis of his observations with regard to the quality of works, general adherence to the quality assurance procedures and the standard of progress, the Assistant Engineer (QA) shall submit an overall assessment report to the Superintending Engineer of the Circle. The Superintending Engineer shall comment on the report with minimum delay. The Assistant Engineer (QA) will then send the report to the Executive Engineer concerned for compliance.

### 8.4 Quality Assurance set up at Zonal Level

8.4.1 Quality Assurance in Zones shall be looked after by the Zonal Quality Assurance (QA) unit headed by the Superintending Engineer (Design).

- 8.4.2 The Zonal QA unit shall follow the guidelines and norms relating to quality systems and procedures as laid down by the Engineer-in-Chief/Chief Engineer (QC) from time to time. These Zonal QA units shall function under the control of Zonal Chief Engineer who shall be fully responsible for effective quality assurance in his Zone.
- 8.5 Chief Engineer (QC) set up
- 8.5.1 The Chief Engineer (QC) shall have the overall responsibility of constantly reviewing the existing quality assurance procedures and updating them on the basis of feedback from the Quality Assurance teams.
- 8.5.2 His unit shall carry out the functions of Zones (QA) teams for works where no Superintending Engineer (QA) is posted.
- 8.5.3 Carry out investigations and enquiries with regard to quality related aspects for specific works.

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## CHAPTER NINE

### Maintenance Operations through Contracts

#### 9.1 EPC (Engineering, Procurement and Construction) contracts

The Standard Operating Procedures as outlined in the previous chapters shall be applicable for maintenance of the rural road network in situations where maintenance works are outsourced through EPC (Engineering, Procurement and Construction) contracts.

#### 9.2 Performance Based Maintenance Contracts

- 9.2.1 The contractor shall follow the Annual Calendar of Routine Maintenance activities as per Para 3.1.11 unless a different calendar to be adopted has been specified in the Contract document.
- 9.2.2 The inspections to be conducted by the contractor or by his authorized representative shall ensure that the Intervention Period for undertaking maintenance measures to control defects for adherence to the Performance Criteria for Defects shall be strictly observed as per the Contract Agreement.
- 9.2.3 Junior Engineer/Assistant Engineer shall immediately report the closure of road/obstruction due to any of the following reasons
- (a) Over topping/breach
  - (b) Land slides
  - (c) Earth quakes
  - (d) Accident

(e) Any other reason such as dead animals, trees etc.

9.2.4 In case road is breached or blocked the contractor shall take following action

(a) Immediate report of the road breach/blocked will be made to Junior Engineer/Assistant Engineer. The following points will be included in the reports:

- (i) Name of the road
- (ii) Location of the breach/blockade
- (iii) Length and nature of the breach/blockade
- (iv) Date and time of occurrence
- (v) Assessment of the assistance in the form of men and material required
- (b) "Road closed" boards and "Diversion" boards shall be fixed on both sides at 60 m distance in advance of the hazard
- (d) Labour shall be deputed to guide the traffic to prevent any accident till such time that alternate arrangements are made by the department

### 9.3 Safety of Workers and Road Users during Maintenance

9.3.1 In the implementation of maintenance operations the contractor shall ensure safety of workers and road users as outlined in Para 5.1

## गृह विभाग

### अधिसूचना

शिमला-2, 4 अप्रैल, 2015

**संख्या: गृह-सी0 (वी) 2-1/2013.**—हिमाचल प्रदेश के राज्यपाल, भारत के संविधान के अनुच्छेद 309 के परंतुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, हिमाचल प्रदेश लोक सेवा आयोग के परामर्श से, इस विभाग की अधिसूचना संख्या गृह-सी(ए)3-8/2006-1, तारीख 30-8-2007 द्वारा अधिसूचित हिमाचल प्रदेश, गृह विभाग, राज्य न्यायालयिक प्रयोगशाला, में वैज्ञानिक अधिकारी (डी0 एन0 ए0), वर्ग-II (राजपत्रित) पद के भर्ती और प्रोन्नति, नियम, 2007 में और संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात्:—

**1. संक्षिप्त नाम और प्रारम्भ.**—(1) इन नियमों का संक्षिप्त नाम हिमाचल प्रदेश, गृह विभाग, राज्य न्यायालयिक प्रयोगशाला में वैज्ञानिक अधिकारी (डी0 एन0 ए0), वर्ग- II (राजपत्रित) भर्ती और प्रोन्नति (प्रथम संशोधन) नियम, 2015 है।

(2) ये नियम राजपत्र, हिमाचल प्रदेश में प्रकाशित किए जाने की तारीख से प्रवृत्त होंगे।

**2. उपाबंध 'क' का संशोधन.**—हिमाचल प्रदेश, गृह विभाग, राज्य न्यायालयिक प्रयोगशाला, में वैज्ञानिक अधिकारी (डी0 एन0 ए0), वर्ग- II (राजपत्रित) भर्ती और प्रोन्नति नियम, 2007 के उपाबंध 'क' में:—

(क) स्तंभ संख्या-4 के सामने विद्यमान उपबंधों के स्थान पर निम्नलिखित रखा जाएगा, अर्थात् :-

“10300-34800 रुपए + 4400 रुपए ग्रेड पे”

(ख) स्तंभ संख्या-15-क, के सामने विद्यमान उपबंधों के स्थान पर निम्नलिखित रखा जाएगा, अर्थात्:-

“इन नियमों में किसी बात के होते हुए भी पद पर संविदा नियुक्तियां नीचे दिए गए निबन्धनों और शर्तों के अधीन की जाएंगी:-

### (I) संकल्पना :

(क) इस पॉलिसी के अधीन, गृह विभाग, हिमाचल प्रदेश राज्य न्यायालयिक विज्ञान प्रयोगशाला में वैज्ञानिक अधिकारी (डी0 एन0 ए0) को संविदा के आधार पर प्रारम्भ में एक वर्ष के लिए लगाया जाएगा, जिसे वर्षानुवर्ष आधार पर बढ़ाया जा सकेगा:

परन्तु संविदा की अवधि में वर्षानुवर्ष आधार पर विस्तारण/नवीकरण के लिए सम्बद्ध विभागाध्यक्ष यह प्रमाण पत्र जारी करेगा कि संविदा पर नियुक्त व्यक्ति की सेवा और आचरण, वर्ष के दौरान सन्तोषजनक रहा है और केवल तभी उसकी संविदा की अवधि नवीकृत/विस्तारित की जाएगी।

(ख) पद का हिमाचल प्रदेश लोक सेवा आयोग के कार्यक्षेत्र में आना :-

सचिव (गृह), रिक्त पदों को संविदा के आधार पर भरने के लिए राज्य सरकार का अनुमोदन प्राप्त करने के पश्चात् अध्यापेक्षा को सम्बद्ध भर्ती अभिकरण, अर्थात् हिमाचल प्रदेश लोक सेवा आयोग के समक्ष रखेगा।

(ग) चयन, इन नियमों में विहित पात्रता शर्तों के अनुसार किया जाएगा।

### (II) संविदात्मक उपलब्धियाँ :

संविदा के आधार पर नियुक्त वैज्ञानिक अधिकारी (डी0 एन0 ए0) को 14700/-रुपए की दर से समेकित नियत संविदात्मक रकम (जो पे बैंड के न्यूनतम जमा ग्रेड पे के बराबर होगी) प्रतिमास संदत्त की जाएगी। यदि संविदा में एक वर्ष से अधिक की बढ़ौतरी की जाती है, तो पश्चात्वर्ती वर्ष (वर्षों) के लिए संविदात्मक उपलब्धियों में 441/-रुपए की रकम (पद के पे बैंड का न्यूनतम जमा ग्रेड पे का तीन प्रतिषत) वार्षिक वृद्धि के रूप में अनुज्ञात की जाएगी।

### (III) नियुक्ति/अनुशासन प्राधिकारी :

सचिव (गृह), हिमाचल प्रदेश नियुक्ति और अनुशासन प्राधिकारी होगा।

### (IV) चयन प्रक्रिया :

संविदा नियुक्ति की दशा में पद पर नियुक्ति के लिए चयन, मौखिक परीक्षा के आधार पर किया जाएगा या यदि आवश्यक या समीचीन समझा जाए, तो लिखित परीक्षा या व्यावहारिक परीक्षा के आधार पर किया जाएगा, जिसका स्तर/पाठ्यक्रम आदि सम्बद्ध भर्ती प्राधिकरण द्वारा अवधारित किया जाएगा।

### (V) संविदात्मक नियुक्तियों के लिए चयन समिति :

जैसी सम्बद्ध भर्ती अभिकरण, अर्थात् हिमाचल प्रदेश लोक सेवा आयोग द्वारा समय-समय पर गठित की जाए।

**(VI) करार :**

अभ्यर्थी को, चयन के पश्चात् इन नियमों से संलग्न उपाबंध-‘ख’ के अनुसार करार हस्ताक्षरित करना होगा।

**(VII) निबन्धन और शर्तें :**

(क) संविदा के आधार पर नियुक्त व्यक्ति को 14700/- रुपए की दर से नियत संविदात्मक रकम (जो पे बैंड के न्यूनतम जमा ग्रेड पे के बराबर होगी) प्रतिमास संदत्त की जाएगी। संविदा पर नियुक्त व्यक्ति आगे बढ़ाए गए वर्ष/वर्षों के लिए संविदात्मक रकम में 441/-रुपए (पद के पे बैंड का न्यूनतम जमा ग्रेड पे का तीन प्रतिशत) की दर से वृद्धि का हकदार होगा और अन्य कोई सहबद्ध प्रसुविधाएं, जैसे वरिष्ठ/चयन वेतनमान आदि नहीं दिया जाएगा।

(ख) संविदा पर नियुक्त व्यक्ति की सेवा पूर्णतया अस्थायी आधार पर होगी। यदि संविदा पर नियुक्त व्यक्ति का कार्य/आचरण ठीक नहीं पाया जाता है, तो नियुक्ति समाप्त किए जाने के लिए दायी होगी।

(ग) संविदा पर नियुक्त व्यक्ति, एक मास की सेवा पूरी करने के पश्चात् एक दिन के आकस्मिक अवकाश का हकदार होगा। तथापि संविदा पर नियुक्त कर्मचारी सोलह सप्ताह के प्रसूति अवकाश, दस दिन के चिकित्सा अवकाश और पांच दिन के विशेष अवकाश के लिए भी हकदार होगा/होगी। वह चिकित्सा प्रतिपूर्ति और एल0टी0सी0 आदि के लिए हकदार नहीं होगा/होगी। संविदा पर नियुक्त व्यक्ति को उपरोक्त के सिवाय किसी अन्य प्रकार का कोई अवकाश अनुज्ञात नहीं होगा :

परन्तु अनुपभुक्त आकस्मिक अवकाश, चिकित्सा अवकाश और विशेष अवकाश एक कलैण्डर वर्ष तक संचित किया जा सकेगा तथा आगामी कलैण्डर वर्ष के लिए अग्रणीत नहीं किया जाएगा।

(घ) नियन्त्रक अधिकारी के अनुमोदन के बिना कर्तव्य (ड्यूटी) से अनधिकृत अनुपस्थिति से स्वतः ही संविदा का पर्यावसान (समापन) हो जाएगा। तथापि आपवादिक मामलों में जहाँ पर चिकित्सा आधार पर कर्तव्य (ड्यूटी) से अनधिकृत अनुपस्थिति के हालात संविदा पर नियुक्त व्यक्ति के नियन्त्रण से बाहर हों, तो उसके नियमितीकरण के मामले में विचार करते समय ऐसी अवधि अपवर्जित नहीं की जाएगी, परन्तु पदधारी को इस बाबत समय पर नियन्त्रण अधिकारी को सूचित करना होगा।

तथापि संविदा पर नियुक्त व्यक्ति, कर्तव्य से अनुपस्थिति की ऐसी अवधि के लिए संविदात्मक रकम का हकदार नहीं होगा :

परन्तु उसे सरकार के प्रचलित अनुदेशों के अनुसार, चिकित्सा अधिकारी द्वारा जारी किए गए बीमारी/आरोग्य प्रमाण-पत्र को प्रस्तुत करना होगा।

(ङ.) संविदा पर नियुक्त पदधारी, जिसने तैनाती के एक स्थान पर तीन वर्ष का कार्यकाल पूर्ण कर लिया है, आवश्यकता के आधार पर स्थानान्तरण हेतु पात्र होगा, जहां भी प्रशासनिक आधार पर ऐसा करना अपेक्षित हो।

(च) चयनित अभ्यर्थी को सरकारी/रजिस्ट्रीकृत चिकित्सा व्यवसायी से अपना आरोग्य प्रमाण-पत्र प्रस्तुत करना होगा। बारह सप्ताह से अधिक समय से गर्भवती महिला अभ्यर्थी प्रसव होने तक, अस्थायी तौर पर अनुपयुक्त बनी रहेगी। ऐसी महिला अभ्यर्थी का किसी प्राधिकृत चिकित्सा अधिकारी/व्यवसायी द्वारा उपयुक्तता के लिए पुनः परीक्षण किया जाएगा।

- (छ) संविदा पर नियुक्त व्यक्ति का यदि अपने पदीय कर्तव्यों के सम्बन्ध में दौरे पर जाना अपेक्षित हो, तो वह उसी दर पर, जैसी नियमित प्रतिस्थानी पदधारी को वेतनमान के न्यूनतम पर लागू है, यात्रा भत्ते/दैनिक भत्ते का हकदार होगा/होगी।
- (ज) नियमित कर्मचारियों की दशा में यथा लागू सेवा नियमों के उपबन्ध जैसे एफ. आर.—एस. आर. छुट्टी नियम, साधारण भविष्य निधि नियम, पेंशन नियम तथा आचरण नियम आदि संविदा पर नियुक्त व्यक्तियों की दशा में लागू नहीं होंगे। वे इस स्तम्भ में यथावर्णित उपलब्धियों आदि के लिए हकदार होंगे।”
- (ग) उपाबंध—‘ख’ के विद्यमान उपबंधों के स्थान पर निम्नलिखित रखा जाएगा; अर्थात्:—

**उपाबंध— “ख”**

**“वैज्ञानिक अधिकारी (डी० एन० ए०) और हिमाचल प्रदेश सरकार के मध्य, सचिव (गृह), हिमाचल प्रदेश के माध्यम से निष्पादित की जाने वाली संविदा/करार का प्ररूप**

यह करार श्री/श्रीमति..... पुत्र/पुत्री श्री.....  
निवासी....., संविदा पर नियुक्त व्यक्ति (जिसे इसमें इसके पश्चात् “**प्रथम पक्षकार**” कहा गया है) और हिमाचल प्रदेश के राज्यपाल के मध्य सचिव (गृह), हिमाचल प्रदेश (जिसे इसमें इसके पश्चात् “**द्वितीय पक्षकार**” कहा गया है) के माध्यम से आज तारीख..... को किया गया। “**द्वितीय पक्षकार**” ने उपरोक्त **प्रथम पक्षकार** को लगाया है और प्रथम पक्षकार ने वैज्ञानिक अधिकारी (डी० एन० ए०) के रूप में संविदा के आधार पर निम्नलिखित निबन्धन और शर्तों पर सेवा करने के लिए सहमति दी है:—

1. यह कि **प्रथम पक्षकार** वैज्ञानिक अधिकारी (डी० एन० ए०) के रूप में..... से प्रारम्भ होने और..... को समाप्त होने वाले दिन तक, एक वर्ष की अवधि के लिए द्वितीय पक्षकार की सेवा में रहेगा। यह विनिर्दिष्ट रूप से उल्लिखित किया गया है और दोनों पक्षकारों द्वारा करार पाया गया है कि प्रथम पक्षकार की द्वितीय पक्षकार के साथ संविदा, आखिरी कार्य दिवस् अर्थात्..... दिन को स्वयंमेव ही पर्यवसित (समाप्त) हो जाएगी और सूचना नोटिस आवश्यक नहीं होगा :

परन्तु संविदा अवधि में वर्षानुवर्ष आधार पर विस्तारण/नवीकरण के लिए सम्बद्ध विभागाध्यक्ष यह प्रमाण पत्र जारी करेगा कि संविदा पर नियुक्त व्यक्ति की सेवा और आचरण, वर्ष के दौरान सन्तोषजनक रहा है और केवल तभी उसकी संविदा नवीकृत/विस्तारित की जाएगी।

2. **प्रथम पक्षकार** की संविदात्मक रकम 14700/— रुपए प्रतिमास होगी।
3. **प्रथम पक्षकार** की सेवा पूर्णतया अस्थायी आधार पर होगी। यदि संविदा पर नियुक्त व्यक्ति का कार्य/आचरण ठीक नहीं पाया जाता है या यदि नियमित पदधारी को उस रिक्ति के विरुद्ध नियुक्त/तैनात कर दिया जाता है, जिसके लिए प्रथम पक्षकार को संविदा पर लगाया गया था, तो नियुक्ति पर्यवसित (समाप्त) की जाने के लिए दायी होगी।
4. संविदा पर नियुक्त वैज्ञानिक अधिकारी (डी० एन० ए०) एक मास की सेवा पूरी करने के पश्चात् एक दिन के आकस्मिक अवकाश का हकदार होगा। तथापि संविदा पर नियुक्त कर्मचारी सोलह सप्ताह के प्रसूति अवकाश, दस दिन के चिकित्सा अवकाश और पाँच दिन के विशेष अवकाश के लिए भी हकदार होगा/होगी। वह चिकित्सा प्रतिपूर्ति और एल०टी०सी० आदि के लिए हकदार नहीं होगा/होगी। संविदा पर नियुक्त वैज्ञानिक अधिकारी (डी० एन० ए०)को उपरोक्त के सिवाय किसी अन्य प्रकार का कोई अवकाश अनुज्ञात नहीं होगा :

परन्तु अनुपभुक्त आकस्मिक अवकाश, चिकित्सा अवकाश और विशेष अवकाश एक कलैण्डर वर्ष तक संचित किया जा सकेगा तथा इसे आगामी कलैण्डर वर्ष के लिए अग्रणीत नहीं किया जाएगा।

5. नियन्त्रक अधिकारी के अनुमोदन के बिना कर्तव्य से अनधिकृत अनुपस्थिति से स्वतः ही संविदा का पर्यावसान (समापन) हो जाएगा। तथापि आपवादिक मामलों में जहाँ पर चिकित्सा आधार पर कर्तव्य (ड्यूटी) से अनधिकृत अनुपस्थिति के हालात संविदा पर नियुक्त व्यक्ति के नियन्त्रण से बाहर हों, तो उसके नियमितीकरण के मामले में विचार करते समय ऐसी अवधि अपवर्जित नहीं की जाएगी, परन्तु पदधारी को इस बाबत समय पर नियन्त्रण अधिकारी को सूचित करना होगा।

तथापि संविदा पर नियुक्त व्यक्ति कर्तव्य से अनुपस्थिति की ऐसी अवधि के लिए संविदात्मक रकम का हकदार नहीं होगा।

परन्तु उसे सरकार के प्रचलित अनुदेशों के अनुसार, चिकित्सा अधिकारी द्वारा जारी किए गए बीमारी/ आरोग्य प्रमाण पत्र को प्रस्तुत करना होगा।

6. संविदा पर नियुक्त वैज्ञानिक अधिकारी (डी० एन० ए०) जिसने तैनाती के एक स्थान पर तीन वर्ष का कार्यकाल पूर्ण कर लिया है, आवश्यकता के आधार पर स्थानान्तरण हेतु पात्र होगा, जहां भी प्रशासनिक आधार पर ऐसा करना अपेक्षित हो।
7. चयनित अभ्यर्थी को सरकारी/रजिस्ट्रीकृत चिकित्सा व्यवसायी से अपना आरोग्य प्रमाण-पत्र प्रस्तुत करना होगा। महिला अभ्यर्थियों की दशा में, बारह सप्ताह से अधिक समय से गर्भवती महिला प्रसव होने तक अस्थायी तौर पर अनुपयुक्त बनी रहेगी। ऐसी महिला अभ्यर्थी का किसी प्राधिकृत चिकित्सा अधिकारी/व्यवसायी द्वारा उपयुक्तता के लिए पुनः परीक्षण किया जाना चाहिए।
8. संविदा पर नियुक्त वैज्ञानिक अधिकारी (डी० एन० ए०) का यदि अपने पदीय कर्तव्यों के सम्बन्ध में दौरे पर जाना अपेक्षित हो, तो वह उसी दर पर, जैसी नियमित प्रतिस्थानी पदधारी को वेतनमान के न्यूनतम पर लागू है, यात्रा भत्ते/दैनिक भत्ते का हकदार होगा/ होगी।
9. संविदा पर नियुक्त व्यक्ति(यों) को कर्मचारी सामूहिक बीमा योजना के साथ-साथ ई.पी.एफ./जी.पी.एफ भी लागू नहीं होगा।

इसके साक्ष्यस्वरूप **प्रथम पक्षकार** व **द्वितीय पक्षकार** ने साक्षियों की उपस्थिति में इसमें सर्वप्रथम उल्लिखित तारीख को अपने-अपने हस्ताक्षर कर दिए हैं।

साक्षियों की उपस्थिति में:-

1. ....

(नाम व पूरा पता)

2. ....

(नाम व पूरा पता)

(प्रथम पक्षकार के हस्ताक्षर)

साक्षियों की उपस्थिति में:-

1. ....

(नाम व पूरा पता)

2. ....

.....  
(नाम व पूरा पता)

(द्वितीय पक्षकार के हस्ताक्षर)''

आदेश द्वारा,  
हस्ताक्षरित /—  
सचिव (गृह)।

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*[Authoritative English text of this Government Notification number Home-C(B)-2-1/2013, dated ----- as required under clause(3) of Article 348 of the Constitution of India].*

## HOME DEPARTMENT

### NOTIFICATION

*4th April, 2015*

**No: Home-C(B)2-1/2013.**—In exercise of the powers conferred by proviso to Article 309 of the Constitution of India, the Governor, Himachal Pradesh, in consultation with the Himachal Pradesh Public Service Commission, is pleased to further amend the Recruitment & Promotion Rules for the post of Scientific Officer (DNA), Class-II (Gazetted) notified in State Forensic Science Laboratory, Home Department, Himachal Pradesh vide this department Notification No. Home-C(A)-3-8/2006-I dated 30-8-2007, namely:-

**1. Short title and Commencement.**—(1) These Rules may be called the Himachal Pradesh, State Forensic Science Laboratory, Home Department, Scientific Officer (DNA), Class-II (Gazetted) Recruitment and Promotion (First Amendment) Rules, 2015.

(2) These Rules shall come into force from the date of publication in the Rajpatra, Himachal Pradesh.

**2. Amendment of Annexure “A.”**—In Annexure “A” to the Himachal Pradesh, State Forensic Science Laboratory, Scientific Officer(DNA) Class-II (Gazetted), Recruitment and Promotion Rules, 2007:-

(a) For the existing provisions against Column No. 4, the following shall be substituted, namely:-

“Rs. 10300-34800+4400 GP.”

(b) For the existing provisions against Col.No.15-A, the following shall be substituted namely:-

Notwithstanding anything contained in these rules, contract appointments to the post will be made subject to the terms and conditions given below:-



**(I) CONCEPT**

- (a) Under this policy the Scientific Officer (DNA) in the State Forensic Science Laboratory of Home Department, H.P. will be engaged on contract basis initially for one year, which may be extendable on year to year basis.

Provided that for extension/ renewal of contract period on year to year basis the concerned HOD shall issue a certificate that service and conduct of the contract appointee is satisfactory during the year and only than his/ her period of contract is to be renewed/extended.

- (b) **POST FALLS WITHIN THE PURVIEW OF HPPSC.**—The Secretary (Home) after obtaining the approval of the Government to fill up the vacant posts on contract basis will place the requisition with the concerned recruiting agency i.e. H.P. Public Service Commission.

- (c) The selection will be made in accordance with the eligibility conditions as prescribed in these Rules.

**(II) CONTRACTUAL EMOLUMENTS :**

The Scientific Officer (DNA) appointed on contract basis will be paid consolidated fixed contractual amount @ Rs. 14700/- P.M.(which shall be equal to minimum of pay band+Grade pay). An amount of 441/- (3% of the minimum of pay band + grade pay of the post) as annual increase in contractual emoluments for the subsequent year(s) will be allowed if contract is extended beyond one year.

**(III) APPOINTING /DISCIPLINARY AUTHORITY:**

The Secretary(Home),H.P. will be appointing and disciplinary authority.

**(IV) SELECTION PROCESS:**

Selection for appointment to the post in the case of contract appointment will be made on the basis of viva-voce test or if consider necessary or expedient by a written test or practical test the standard/syllabus etc. of which will be determined by the concerned recruiting authority.

**(V) COMMITTEE FOR SELECTION OF CONTRACTUAL APPOINTMENTS:**

As may be constituted by the concerned recruiting agency i.e. the H.P. Public Service Commission from time to time.

**(VI) AGREEMENT :**

After selection of a candidate, he/she shall sign an agreement as per Annexure-“B” appended to these Rules.

**(VII) TERMS AND CONDITIONS:**

- (a) The contractual appointee will be paid fixed contractual amount @ Rs. 14700/- per month(which shall be equal to minimum of the pay band + Grade Pay). The

Contract Appointee will be entitled for increase in contractual amount @ Rs. 441/-(3% minimum of the Pay Band+ Grade Pay of the post) for further extended years and no other allied benefits such as senior/selection scales etc. shall be given .

- (b) The service of the Contract appointee will be purely on temporary basis. The appointment is liable to be terminated in case the performance/ conduct of the contract appointee is not found satisfactory.
- (c) Contract appointee will be entitled for one day's casual leave after putting one month service. However, the contract appointee will also be entitled for 16 weeks Maternity Leave, 10 day's Medical Leave and 5 days special Leave. He/ She shall not be entitled for medical Re-imbursement and LTC etc. No leave of any other kind except above is admissible to the contract appointee.

Provided that the un-availed Casual Leave, Medical Leave and Special Leave can be accumulated upto the Calendar Year and will not be carried forward for the next Calendar Year.

- (d) Unauthorized absence from the duty without the approval of the controlling officer shall automatically lead to the termination of the contract. However, in exceptional cases where the circumstances for un-authorized absence from duty were beyond his/ her control on medical grounds, such period shall not be excluded while considering his/ her case for regularization but the incumbent shall have to intimate the controlling authority in this regard well in time.

However, the contract appointee shall not be entitled for contractual amount for this period of absence from duty.

Provided that he/ she shall submit the certificate of illness/ fitness issued by the Medical Officer, as per prevailing instructions of the Government.

- (e) An official appointed on contract basis who have completed three years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.
- (f) Selected candidate will have to submit a certificate of his/her fitness from a Government/ Registered Medical Practitioner. Women candidate pregnant beyond twelve weeks will stand temporarily unfit till the confinement is over. The women candidate will be re-examined for the fitness from an authorized Medical officer/ Practitioner.
- (g) Contract appointee will be entitled to TA/ DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular counterpart officials at the minimum of pay scale.
- (h) Provisions of service rules like FR SR, Leave Rules, GPF Rules, Pension Rules & Conduct Rules etc. as are applicable in case of regular employees will not be applicable in case of contract appointees. They will be entitled for emoluments etc. as detailed in this Column.

- (c) For the existing provisions in Annexure- "B", the following shall be substituted, namely:-

**“Form of contract/agreement to be executed between the Scientific Officer (DNA) and the Government of Himachal Pradesh through Secretary (Home), H.P.**

This agreement is made on this-----day of -----in the year.....Between Sh/Smt./Km.....S/o/D/o.....Shri.....R/o..... contract appointee (hereinafter called the FIRST PARTY), AND The Governor, Himachal Pradesh through Secretary (Home), H.P (here-in-after called the SECOND PARTY) The Second Party has engaged the aforesaid FIRST PARTY and the FIRST PARTY has agreed to serve as a Scientific Officer (DNA) on contract basis on the following terms & conditions:-

1. That the FIRST PARTY shall remain in the service of the SECOND PARTY as Scientific Officer (DNA) for a period of one year commencing on day of.....and ending on the day of ..... It is specifically mentioned and agreed upon by both the parties that the contract of the FIRST PARTY with SECOND PARTY shall ipso-facto stand terminated on the last working day i.e. on..... And information notice shall not be necessary.

Provided that for the extension/renewal of contract period the HOD will issue a certificate that the service and conduct of the contract appointee was satisfactory during the year and only then the period of contract is to be renewed/ extended.

2. The contract amount of the FIRST PARTY will be Rs.14700/- P.M.
3. The service of FIRST PARTY will be purely on temporary basis. The appointment is liable to be terminated in case the performance/conduct of the contract appointee is not found good or if a regular incumbent is appointed /posted against the vacancy for which the first party was engaged on contract.
4. The Contractual Scientific Officer (DNA) will be entitled for one day's casual leave after putting one month service. However, the contract appointee will also be entitled for 16 weeks Maternity Leave, 10 day's Medical Leave and 5 days Special Leave. He/she shall not be entitled for Medical Re-imbursement and LTC etc. No leave of any other kind except above is admissible to the contractual Scientific Officer (DNA).

Provided that the un-availed Casual Leave, Medical Leave and Special Leave can be accumulated upto the Calendar Year and will not be carried forward for the next Calendar Year.

5. Unauthorized absence from the duty without the approval of the controlling officer shall automatically lead to the termination of the contract. However, in exceptional cases where the circumstances for un-authorized absence from duty were beyond his/ her control on medical grounds, such period shall not be excluded while considering his/ her case for regularization but the incumbent shall have to intimate the controlling authority in this regard well in time.

However, the contract appointee shall not be entitled for contractual amount for this period of absence from duty.

Provided that he/ she shall submit the certificate of illness/ fitness issued by the Medical Officer, as per prevailing instructions of the Government.

6. Transfer of Scientific Officer (DNA) appointed on contract basis who have completed three years tenure at one place of posting will be eligible for transfer on need based basis wherever required on administrative grounds.
7. Selected candidate will have to submit a certificate of his/her fitness from a Government/Registered Medical Practitioner. In case of women candidates pregnancy beyond twelve weeks will render her temporarily unfit till the confinement is over. The women candidate should be re-examined for fitness from an authorized Medical Officer/Practitioner.
8. Contract Scientific Officer (DNA) shall be entitled to TA/DA if required to go on tour in connection with his/her official duties at the same rate as applicable to regular counter part officials at the minimum of Pay Scale.
9. The Employees Group Insurance Scheme as well as EPF/GPF will not be applicable to the contractual appointee(s).

In witness the First Party and Second Party name herein to set their hands the day, month and year first above written

**IN THE PRESENCE OF WITNESSES:**

1. ....  
.....  
.....

(Signature of FIRST PARTY)

(Name and Full Address)

2. ....  
.....  
.....

(Name and Full Address)

**IN THE PRESENCE OF WITNESSES:**

1. ....  
.....  
.....

(Signature of SECOND PARTY)"

(Name and Full Address)

2. ....  
.....  
.....

(Name and Full Address)

By order,  
Sd/-  
*Secretary (Home).*

**FOOD, CIVIL SUPPLIES & CONSUMER AFFAIRS DEPARTMENT, SIRMAUR  
DISTRICT AT NAHAN, HIMACHAL PRADESH**

**NOTIFICATION**

*Nahan, 18th March, 2015*

**No.FDS.2-61/99-IV-1037-1095.**—In supersession of this office Notification No. FDS.2-61/99-IV-6431-6491 dated 08-12-2014, issued by this office and in exercise of the power conferred upon me under clause 9 (e) of the LPG (Regulation of Supply and Distribution) order, 2000 and 3 (1) (e) of the Himachal Pradesh Hoarding and Profiteering prevention order, 1977, I, Ritesh Chauhan, I.A.S., District Magistrate, Sirmour District, Nahan do hereby refix the sale rates of Domestic LPG Cylinders in respect of various Gas Agencies functioning in District Sirmour due to revision of RSP from source as under:—

Sl. No.	Name of Distribution Points	RSP per Cylinder Inc. Rs.8/ Cash & carry rebate 14.2 Kg.	Additional Cooliage/ Transportation charges	RSP Sale Rate per cylinder 14.2 Kg.	Remarks
<b>1</b>	<b>H.P. State Civil Supplies Corp. Ltd. Nahan-I (Urban Area).</b>				
	1. Nahan town. MC Area, ward No. 1 to 13.	649.00	9.50	658.50	Door delivery
	2. Cantt area, R&T Factory, Chiranwali & Jabbal ka bag.	649.00	11.00	660.00	Focal Point.
<b>2</b>	<b>H.P. State Civil Supplies Corp. Ltd. Nahan-II (Rural Area).</b>				
	1. Judda ka johar, Bikrambag, Shambhuwala, Bankala, Bohlion Baraban, Ramadhoun, PipliWala, Bhlood, Koon, Talon, Malonwala, Nehrla.	649.00	11.50	660.50	Focal point
	2. Kala-Amb, Nagal Suketi .	649.00	14.50	663.50	Focal point
	3. Kaulanwala Bhlood and Sen Ki Ser.	649.00	16.50	665.50	Focal point
	4. Trilokpur Banethi.	649.00	16.50	665.50	Focal point
	5. Sarahan.	649.00	17.50	666.50	Focal point
	6. Lana Baka.	649.00	21.50	670.50	Focal point
	7. Basahan.	649.00	22.50	671.50	Focal point
	8. Naina-Tikker.	649.00	24.50	673.50	Focal point
	9. Jamun ki Ser,	649.00	30.50	679.50	Focal point
	10. Thakur Dwara	649.00	33.50	682.50	Focal point
	11. Mangarh & Dinger Kinner.	649.00	39.50	688.50	Focal point
	12. Chanalag.	649.00	40.50	689.50	Focal point
	13. Naya Gaon.	649.00	45.50	694.50	Focal point
<b>3</b>	<b>H.P. State Civil Supplies Corp. Ltd. Rajgarh.</b>				
	1. Police Station, Sr. Sec. School, Main Bazar, Tehsil, Forest Colony, Milk Plant, Katli Banti.	648.00	9.50	657.50	Focal point

	2. Pabiana , Kothia Jhajjar & Tikkar (Badgala)	648.00	10.50	658.50	Focal point
	3. Yashwant Nagar, Dahan, Bryla, Bhuria, Fagu, Deedag & Pidag	648.00	13.50	661.50	Focal point
	4. Sanaora.	648.00	13.50	661.50	Focal point
	5. Darow Devria, Maryog, Dilman, Narag, Banon, Gandal, Wasni, Sarol, Chamenji, Kather, Sarsu, Chabyoga, Patoga & Shaariya.	648.00	18.50	666.50	Focal point
	6. Bhalta.	648.00	18.50	666.50	Focal point
	7. Khairi.	648.00	19.50	667.50	Focal point
	8. Dimber.	648.00	19.50	667.50	Focal point
	9. Donga Fag.	648.00	20.50	668.50	Focal point
	10. Chaknal.	648.00	21.50	669.50	Focal point
	11. Nohradhar & BaruSahib	648.00	22.50	670.50	Focal point
	12. Habban.	648.00	22.50	670.50	Focal point
	13. Shargaon.	648.00	23.50	671.50	Focal point
	14. Ranaghat.	648.00	24.50	672.50	Focal point
	15. Piran tarai (In Shimla Distt.)	648.00	25.50	673.50	Focal point
	16. Bogdhar & Piriadhar.	648.00	25.50	673.50	Focal point
	17. Korag.	648.00	26.50	674.50	Focal point
	18. Deva Manal.	648.00	26.50	674.50	Focal point
	19. Chandol & Ser Tandula.	648.00	29.50	677.50	Focal point
	20. Chambidhar, Niyog, Sainj, Gawahi.	648.00	32.50	680.50	Focal point
	21. Katogra.	648.00	33.50	681.50	Focal point
	22. Dhamla.	648.00	33.50	681.50	Focal point
	23. Thaina Basotri.	648.00	33.50	681.50	Focal point
	24. Kotla Bangi. & Lau Nana	648.00	34.50	682.50	Focal point
	25. Bharari & Punnerdhar.	648.00	35.50	683.50	Focal point
	26. Lana Palar & Kotghat.	648.00	37.50	685.50	Focal point
	27. Taproli.	648.00	43.50	691.50	Focal point
	28. Bhawai, Shivpur, Deothi Majhgaon.	648.00	44.50	692.50	Focal point
	29. Painkuffar & Neripul.	648.00	45.50	693.50	Focal point
	30. Lanachetta, Manwa, Ghaneshwar	648.00	49.50	697.50	Focal point
	31. Dhartukhadi.	648.00	53.50	701.50	Focal point
<b>4</b>	<b>M/s Pardeep Gas Service, Paonta Sahib.</b>				
	1. M.C. Area Paonta Sahib, Taruwala, Batapul, Bhatanwali & Kishanpura.	656.50	10.00	666.50	Door delivery
	2. Behral, Shivpur, Surajpur, Haripur & Nihalgarh.	656.50	12.00	668.50	Focal point
	3. Gulabgarh, Rajban, Bangran & Salwala.	656.50	13.00	669.50	Focal point

	4. Killod.	656.50	16.00	672.50	Focal point
	5. Singhapura & Bhagani.	656.50	17.00	673.50	Focal point
	6. Amboya & Rajpur.	656.50	19.00	675.50	Focal point
	7. Bias Kotri.	656.50	20.00	676.50	Focal point
	8. Naghetta, Bhella and Shivpur.	656.50	27.00	683.50	Focal point
<b>5</b>	<b>M/s Shaheed Kulvinder Gas Agency, Dadahu.</b>				
	1. Dadahu Main-Bazar and Tehsil Colony.	656.50	12.00	668.50	Focal point
	2. Behrewala, Tokoin, Sainwala, Majra.	656.50	12.00	668.50	Focal point
	3. Khala Kyar, Bedon & Renuka ji	656.50	12.00	668.50	Focal point
	4. Puruwala, Kanshipu, Misserwala	656.50	13.00	669.50	Focal point
	5. Kolar, Dhaulakuan & Haripurkhol.	656.50	16.00	672.50	Focal point
	6. Baila, Kansar, Ghaton, Bharog Bhaneri, and via Tirmali Kansar, Malgi.	656.50	15.00	671.50	Focal point
	7. Thana Kasoga Dhagera, Birla & Dhyali. via Tirmali.	656.50	15.00	671.50	Focal point
	8. Jamta	656.50	15.00	671.50	Focal point
	9. Giri Nagar, Parduni.	656.50	15.00	671.50	Focal point
	10. Kotla Molar & Panar.	656.50	17.00	673.50	Focal point
	11. Mehet, Jatton	656.50	18.00	674.50	Focal point
	12. Panjahal via Jamta.	656.50	18.00	674.50	Focal point
	13. Bagthan.	656.50	20.00	676.50	Focal point
	14. Koti Dhiman, Chandni & Shadiar.	656.50	21.00	677.50	Focal point
	15. Sangrah Teh. Colony, Kali-Mitti, Javgaldhar Police Colony, High School.	656.50	27.00	683.50	Focal point
	16. Andheri, Sainj & Sunderghat	656.50	29.00	685.50	Focal point
	17. Ganog, Barag .	656.50	29.00	685.50	Focal point
	18. Parara, Bichar-ka-Bagh, Mahipur Paniyali & Chaknala.	656.50	30.00	686.50	Focal point
<b>6</b>	<b>M/S Shaheed kalyan Gas Agency, Shillai.</b>				
	1. Shillai, Naya	656.50	11.00	667.50	Focal point
	2. Bandli, Kando,	656.50	13.00	669.50	Focal point

	Kyari, Drabil & Balikoti.				
	3. Timbi .	656.50	18.00	674.50	Focal point
	4. Sataun.	656.50	18.00	674.50	Focal point
	5. Kafota.	656.50	20.00	676.50	Focal point
	6. Kamrau and Badwas & Bakras.	656.50	21.00	677.50	Focal point
	7. Ronhat, Nainidhar, Naya Pinjor Halahan.	656.50	21.00	677.50	Focal point
	8. Jamna, Jakhna & Cheyog & Tatiana.	656.50	27.00	683.50	Focal point
	9. Sharli Manpur.	656.50	29.00	685.50	Focal point

<b>7</b>	<b>H.P. State Civil Supplies Corp. Ltd. Haripurdhar.</b>				
	1. Haripurdhar.	656.00	7.00	663.00	Focal point
	2. Lawandhar.	656.00	7.00	663.00	Focal point
	3. Chunvi, Korag, Punchbhaya.	656.00	8.00	664.00	Focal point
	4. Charna, Norabora, & Bagi	656.00	9.00	665.00	Focal point
	5. Trahankhud & Jarwa	656.00	10.00	666.00	Focal point
	6. Ghanduri, Bhalr, Bhllona, Gatadhar, Panog, Sangna & Satahan.	656.00	11.00	667.00	Focal point
	7. Ajroli.	656.00	11.00	667.00	Focal point
	8. Kotibonch.	656.00	13.00	669.00	Focal point
	9. Shivpur, Bhawai & Choras	656.00	14.00	670.00	Focal point
	10. Rasat.	656.00	17.00	673.00	Focal point
	11. Kupvi.	656.00	16.00	672.00	Focal point
	12. Kelvi (Distt. Shimla)	656.00	22.00	678.00	Focal point
	13. Kanda Banah	656.00	26.00	682.00	Focal point
	14. Dochi, Kothi	656.00	28.00	684.00	Focal point
	15. Maalat, Jubbli, Kanah, Mashot	656.00	34.00	690.00	Focal point
<b>8</b>	<b>M/S Rajeev Gandhi Gramin Vikas Gas Agency, Amboya.</b>				
		656.50		656.00	Focal point
<b>9</b>	<b>M/S Rajeev Gandhi Gramin Vikas Gas Agency, Gorkhuwala.</b>				
		656.50		656.00	Focal point
<b>10</b>	<b>M/S Poswal Indane Gramin Vikas Gas Agency, at village Khairi (Trilokpur).</b>				
		656.00		656.00	Focal point



**TERMS AND CONDITIONS:-**

1. All the Gas distributors shall issue cash memo to every consumers showing complete name and address and Consumer Number and retain duplicate copy of the cash memo for inspection.
2. All the Gas Distributors shall not pressurize the consumers to purchase other equipment's i.e. Gas Stove while issuing new Gas connection and shall issue Gas connection on priority basis and maintain Register in following manner:

Date	Opening Stock	Receipt Invoice No.	Invoice No.	Total 2+3	Issues Refills.	Against	To Other Distribution Point.	To Defective Stock.	Total 4+5+6+7	Closing Balance.
1.	2.	3.	4.	5.	6.	7.	8.	9.	10.	11.

3. Every Distributor shall display the daily stock position/Price of the LPG refills on the conspicuous place of the Gas Agency and Storage point.
4. Every Gas Distributor shall also ensure to book the refills on telephone on the request of the consumer as well as in person.
5. The LPG Distributor shall not charge more than the price/cooliage fixed by the District Magistrate, Sirmour. The rates of Door delivery shall be charged only when door delivery is made. Where the distance of locality is more than one kilometer, there will be focal point for distribution of LPG refills after every half kilometer at central place suitable to the consumers of the respective area.
6. The LPG Distributor shall ensure to maintain the proper record of the receipt and distribution of the LPG Riffles and produce before the Inspecting Authority on demand.
7. The LPG Distributor shall also ensure to supply LPG Refills to the consumer on the terms and conditions/ Jurisdiction laid down by the concerned Oil Company and also ensure that the refill supplied to the consumer is having standard weight, sealed and equipped with safety cap and for this purposes weighing scale be kept in delivery van.
8. The LPG Distributor shall also ensure immediate redressal of complaint lodged by the consumers for leakage and other reason without further loss of time and render the service of a trained mechanic free of cost keeping in view the security measures.
9. Every Distributor shall also ensure to furnish monthly report immediately at the end of every month or as and when required by the District Controller Food Civil Supplies & Consumer Affairs, District Sirmour in respect of receipt and distribution of LPG cylinders.
10. During the period of shortage of LPG refills the distributor shall distribute LPG refills to the consumers on the direction of the District Magistrate/District Food & Supplies Controller, Sirmour / Food Supplies Officer and concerned Inspector Food Civil Supplies & Consumer Affairs. The dealer shall keep 25 LPG cylinder in Godown as reserved stocks at every time which will be distributed only as per the direction of the concerned SDM and area Inspector, FCS & CA.
11. Every LPG dealer will allow cash and carry rebate of Rs. 8.00 to the consumer on every refill when the refill is received from his Godown or Showroom on the explicit request of the consumer/customer.
12. Every LPG Dealer will supply LPG refills to the consumers strictly as per area of operation fixed by the Oil Companies. Any deviation will be made only with the prior approval of the DC/DCFC&CA Nahan and concerned Sales Manager, of the Oil Company.
13. **Every Distributor shall ensure Public address system (Loud Speaker) on the vehicles, weighing Machine, Laminated copy of Route Chart as well as latest RSP.**

14. All the SDMs are required to make distribution charts of their respective area according to the Route Chart and also publish the same in local newspaper for the convenience of general public.
15. Additional Colliage/Transportation Charges will remain in force till the further orders are made while RSP may vary automatically as and when OMCs will change the RSP.
16. Any Contravention will be viewed seriously and action under section 3/7 of the essential commodities Act 1955 shall be taken against the defaulters.

-Sd-

*District Magistrate,  
District Sirmour at Nahan (H.P.).*

## HIGHER EDUCATION DEPARTMENT

### NOTIFICATION

*Shimla-171 002, 6th April, 2015.*

**No. EDN-A-Ka(7)-4/2013-RTI .**—In exercise of powers conferred by sub-section (1) and (2) of section 5 of the Right to Information Act, 2005 (Act No. 22 of 2005) Smt Kanta Sharma, Superintendent, Education-A Section is hereby appointed as Public Information Officer in the subject matters relating to the Education-A Section, H.P. Secretariat till further orders or joining of Section Officer, Education-A Section, H.P. Secretariat.

By order,

**P. C. Dhiman,**

*Addl. Chief Secretary (Education).*

## HIGH COURT OF HIMACHAL PRADESH SHIMLA -171001

### NOTIFICATION

*Shimla, the 31<sup>st</sup> March, 2015*

**No.HHC/Admn.3(333)/92-I.**—12 days commuted leave on and w.e.f. 09.12.2014 to 20.12.2014, with permission to suffix Sunday on 21.12.2014, is hereby sanctioned, *ex-post-facto*, in favour of Shri B.L.Soni, Secretary of this Registry.

Certified that Shri B.L.Soni has joined the same post and at the same station from where he had proceeded on leave after the expiry of the above leave period.

Certified that Shri B.L.Soni would have continued to officiate the same post of Secretary but for his proceeding on leave.

By order,

Sd/-

*Registrar General.*

## HIGH COURT OF HIMACHAL PRADESH SHIMLA -171001

### NOTIFICATION

*Shimla, the 26<sup>th</sup> March, 2015*

**No.HHC/Admn.3(406)/95-I.**—05 days earned leave on and with effect from 23.03.2015 to 27.03.2015, with permission to prefix Sunday falling on 22.03.2015 and suffix Gazetted holiday

and Sunday falling on 28.03.2015 & 29.03.2015, is hereby sanctioned in favour of Shri Gopal Swaroop Kaushal , Secretary of this Registry

Certified that Shri Gopal Swaroop Kaushal is likely to join the same post and at the same station from where he proceeds on leave after the expiry of the above leave period.

Certified that Shri Gopal Swaroop Kaushal would have continued to officiate the same post of Secretary but for his proceeding on leave.

By order,  
Sd/-  
*Registrar General.*

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**In the court of Dr. Jitender Kanwar, HPAS, LD. Sub Divisional Magistrate, Bharmour,  
District Chamba (H.P.)**

Case No. : 01/2015.

Shri Shyam Lal s/o Shri Roshan Lal, VPO Lamu, Tehsil Bharmour, District Chamba H.P.  
[Husband] and

Neelma Devi d/o Shri Galora Ram, r/o Village Hilling, P.O. Lamu, Tehsil Bharmour,  
District Chamba, H.P. [Wife] *... Applicants.*

*Versus*

1. General Public
2. The Registrar of Marriages Himachal Pradesh, Shimla

Subject.—Registration of marriage under Section 8(4) of the H.P. Registration of Marriages Act, 1996 (Act No. 21 of 1997).

### **PUBLIC NOTICE**

Whereas, the above named applicants have made an application under Section 8(4) of the Himachal Pradesh Registration of Marriages Act, 1996 alongwith an affidavit stating therein that they have solemnized their marriage on dated 16-9-2007 at V.P.O. Lamu, Tehsil Bharmour, District Chamba (HP) but has not been found entered in the records of the Gram Panchayat Holi.

And whereas, they have also stated that they were not aware of the laws for the registration of marriage with the Registrar of marriages and now, therefore, necessary order for the registration of their marriage be passed so that their marriage is registered by concerned authority.

Now, therefore, objections are invited from the general public that if anyone has any objection regarding the registration of the marriage of the above named applicants, they should appear before the undersigned in my court on dated 25-4-2015 at Mini Secretariat Bharmour, District Chamba (HP) at 11.00 A.M. either personally or through their authorized agent.

In the event of their failure to do so, orders shall be passed *ex parte* for the registration of marriage without affording any further opportunity of being heard.

Issued under my hand and seal of the court on this 26<sup>th</sup> March, 2015.

Seal.

DR. JITENDER KANWAR,  
Sub-Divisional Magistrate,  
Bharmour, District Chamba (H.P.).

ब अदालत तहसीलदार एवं कार्यकारी दण्डाधिकारी, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)

केस नं0 : /T/2015/Misc.

तारीख पेशी : 23-4-2015

श्री किशोर चन्द पुत्र श्री बन्शी राम, निवासी गांव खरमूहण, डा0 वारीकलां, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

बनाम

आम जनता

उनवान मुकद्दमा : जेरे धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के तहत मृत्यु पंजीकरण।

प्रार्थी श्री किशोर चन्द पुत्र श्री बन्शी राम, निवासी गांव खरमूहण, डा0 वारीकलां, तहसील खुण्डियां, जिला कांगड़ा (हि0 प्र0) ने स्वयं उपस्थित होकर प्रार्थना-पत्र प्रस्तुत किया है कि मेरे चाचा स्व0 श्री रोशन लाल की मृत्यु दिनांक 23-7-1986 को हो चुकी है, का पंजीकरण कानून की जानकारी न होने के कारण ग्राम पंचायत डोला खरयाना के अभिलेख में दर्ज न हो सका है। अतः उसके चाचा स्व0 श्री रोशन लाल की मृत्यु तिथि का पंजीकरण ग्राम पंचायत डोला खरयाना के अभिलेख में दर्ज किया जाये।

अतः सर्वसाधारण को सुनवाई हेतु बजरिये इशतहार राजपत्र द्वारा सूचित किया जाता है कि इस सम्बन्ध में किसी प्रकार का उजर एतराज हो तो वह दिनांक 23-4-2015 को असालतन या वकालतन पेश होकर अपना एतराज दर्ज करवा सकता है। उसके उपरान्त कोई भी उजर/एतराज जेर समायत न होगा तथा श्री किशोर चन्द पुत्र श्री बन्शी राम के चाचा स्व0 श्री रोशन लाल की मृत्यु तिथि का पंजीकरण दिनांक 23-7-1986, जेरे धारा 13(3) जन्म एवं मृत्यु पंजीकरण अधिनियम, 1969 के तहत ग्राम पंचायत डोला खरयाना के अभिलेख में दर्ज करने के आदेश पारित कर दिये जायेंगे।

आज दिनांक 26-3-2015 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित /—  
तहसीलदार एवं कार्यकारी दण्डाधिकारी,  
खुण्डियां, जिला कांगड़ा (हि0 प्र0)।

मुकद्दमा नं0 : 10/2014

श्रीमती कमला देवी पत्नी श्री आबे राम, गांव निरमण्ड, डाकघर निरमण्ड, जिला कुल्लू (हि0 प्र0)

... वादिया।

#### बनाम

1. बालक राम पुत्र पेगा राम, गांव व फाटी निरमण्ड, जिला कुल्लू (हि0 प्र0), 2. परमिला देवी पत्नी श्री सर्वदयाल, गांव ओडीधार, फाटी निरमण्ड, जिला कुल्लू (हि0 प्र0), 3. श्री मेहर दास पुत्र श्री टुलकू राम, गांव कुण्डाकोड, तहसील निरमण्ड, जिला कुल्लू (हि0 प्र0) 4. सैहगल कुमार पुत्र संगतू, गांव शरकोटी, तहसील निरमण्ड, जिला कुल्लू (हि0 प्र0), 5. राजू पुत्र नगीन, गांव, डा0 व तहसील सुनी, जिला शिमला (हि0 प्र0), 6. सतीश कुमार पुत्र पुष्प देव, गांव शिशवी, तहसील निरमण्ड, जिला कुल्लू (हि0 प्र0), 7. हरबंस लाल पुत्र पुष्प देव, गांव शिशवी, तहसील निरमण्ड, जिला कुल्लू (हि0 प्र0), 8. यशोधा देवी पत्नी पुष्प देव, गांव शिशवी, डा0 जडोली, तहसील निरमण्ड, जिला कुल्लू (हि0 प्र0), 9. शांती पुत्री गोवर्धन दत्त, गांव व डा0 निरमण्ड, जिला कुल्लू (हि0 प्र0), 10. संतोष कुमार पुत्र यज्ञा बालक, गांव व डा0 निरमण्ड, जिला कुल्लू (हि0 प्र0), 11. अजोध्या देवी पुत्री वशोधा नन्द, गांव व डा0 निरमण्ड, जिला कुल्लू (हि0 प्र0), 12. शिव कुमार पुत्र यज्ञा बालक, गांव व डा0 निरमण्ड, जिला कुल्लू (हि0 प्र0), 13. योग राज पुत्र जय देव, गांव निरमण्ड, तहसील निरमण्ड, जिला कुल्लू (हि0 प्र0), 14. निर्मला पत्नी नरेश, गांव निरमण्ड, तहसील निरमण्ड, जिला कुल्लू (हि0 प्र0), 15. हि0 प्र0 राज्य सहकारी विपणन और उप-भोगता विभाग ... प्रतिवादी।

#### बनाम

श्री हरबंस लाल पुत्र पुष्प राम, गांव शिशवी, फाटी निरमण्ड, यशोधा देवी, पत्नी श्री पुष्प राम, गांव शिशवी, फाटी निरमण्ड, संतोष कुमार पुत्र यज्ञा बालक, निवासी व फाटी निरमण्ड, शिव कुमार पुत्र यज्ञा बालक, निवासी व फाटी निरमण्ड, योग राज पुत्र श्री जय देव, निवासी व फाटी निरमण्ड व निर्मला देवी पत्नी नरेश, निवासी व फाटी निरमण्ड, जिला कुल्लू (हि0 प्र0)।

उनवान मुकद्दमा : प्रार्थना-पत्र जेर धारा 123 हि0 प्र0, भू0 राजस्व अधिनियम, 1954 के अन्तर्गत हुकमन तकसीम।

इस अदालत में कमला देवी पत्नी श्री आबे राम ने प्रार्थना-पत्र हुकमन तकसीम भूमि खाता/खतौनी नं0 997/1125, 1126, 1128, 1129, खसरा नं0 3377, 4886, 4921, 6995/4928, 1178, 5786, 1005, 4161, 4269 रकबा तादादी 17-13-00 बीघा, फाटी निरमण्ड, कोठी हिमरी, तहसील निरमण्ड, जिला कुल्लू (हि0 प्र0) गुजार कर निवेदन किया है कि उसका फरीकेन दोयम के साथ मुश्तरका खाता होने से हमेशा मुर्तनाजा बना रहता है। इसलिए उसकी भूमि मुश्तरका खाता को हुकमन आदेश कर अलग खाता कायम किया जावे।

इस अदालत द्वारा सभी पक्षों को बजरिया समन जारी कर तलब किया गया परन्तु प्रतिवादी हरबंस लाल पुत्र पुष्प राम, गांव शिशवी, फाटी निरमण्ड, यशोधा देवी पत्नी श्री पुष्प राम, गांव शिशवी, फाटी निरमण्ड, संतोष कुमार पुत्र यज्ञा बालक, निवासी व फाटी निरमण्ड, शिव कुमार पुत्र यज्ञा बालक, निवासी व फाटी निरमण्ड, योग राज पुत्र श्री जय देव, निवासी व फाटी निरमण्ड व निर्मला देवी पत्नी नरेश, निवासी व फाटी निरमण्ड को समनों की तामील सामान्य तरीके से नहीं हो पाई है। इसलिए वादी ने अदालत से गुजारिश किया कि समन की तामील अखबार व राजपत्र में प्रकाशन कर किया जाए, जिसे स्वीकार किया गया।

अतः इस इशतहार द्वारा उपरोक्त सभी गैरहाजिर प्रतिवादीगण को सूचित किया जाता है कि वे दिनांक 27-4-2015 को वरवक्त प्रातः 10.00 बजे असाततन व वकालतन हाजिर होकर उक्त मुकद्दमा की पैरवी करे अन्यथा गैरहाजिरी की सूरत में कार्यवाही एक तरफा अमल में लाई जाएगी व उक्त तारीख के बाद कोई दलील मान्य नहीं होगी।

आज दिनांक 23-3-2015 को हमारे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

हस्ताक्षरित /—  
सहायक समाहर्ता प्रथम श्रेणी,  
निरमण्ड, जिला कुल्लू (हि0 प्र0)।

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ब अदालत रमन घरसंगी, कार्यकारी दण्डाधिकारी, बन्जार, जिला कुल्लू (हि0 प्र0)

तारीख पेशी : 25-4-2015

श्री राम कृष्ण पुत्र श्री मंगलू राम, निवासी घियागी, डाकघर जिभि, तहसील बन्जार, जिला कुल्लू (हि0 प्र0)

बनाम

आम जनता

प्रार्थना-पत्र जेर धारा 13(3) जन्म पंजीकरण अधिनियम, 1969 के तहत उपरोक्त प्रार्थी ने अधोहस्ताक्षरी की अदालत में प्रार्थना-पत्र मय ब्यान हल्फिया इस आशय से गुजारा है कि उसके पुत्र आरयन की जन्म तिथि 3-10-1992 को है, जो कि ग्राम पंचायत खाड़ागाड़ के अभिलेख में दर्ज न है और जिसे दर्ज किया जाए।

अतः इस सम्बन्ध में सर्वसाधारण को सूचित किया जाता है कि प्रार्थी के पुत्र आरयन की जन्म तिथि ग्राम पंचायत खाड़ागाड़ के अभिलेख में दर्ज करने में यदि किसी को कोई आपत्ति हो तो वह दिनांक 25-4-2015 को असाततन या वकालतन अदालत हजा में आकर अपनी आपत्ति दर्ज करे। तारीख गुजरने के बाद किसी भी प्रकार का एतराज मान्य न होगा तथा एक तरफा कार्यवाही अमल में लाई जाकर जेर धारा 13(3) जन्म पंजीकरण अधिनियम, 1969 के तहत जन्म तिथि के इन्द्राज करने के आदेश पारित किए जाएंगे।

आज दिनांक 23-3-2015 को मेरे हस्ताक्षर व मोहर अदालत से जारी हुआ।

मोहर।

रमन घरसंगी,  
कार्यकारी दण्डाधिकारी,  
बन्जार, जिला कुल्लू (हि0 प्र0)।

ब अदालत श्री मुकेश शर्मा, सहायक समाहर्ता प्रथम श्रेणी, रामपुर बुशैहर, जिला शिमला (हि0 प्र0)

नं0 मुकद्दमा : 24/2014

तारीख दायर : 28-6-2014

श्री रघू दास पुत्र श्री घुन्दी, निवासी गांव मघारा, डा0 दोफदा, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0) वादीगण।

#### बनाम

1. श्री नोखी राम पुत्र श्रीमती लुम्बी, निवासी गांव बटाली, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0)।
2. श्री गंगा दास पुत्र श्रीमती लुम्बी, निवासी गांव बटाली, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0)।
3. श्रीमती तांऊ देवी पुत्री श्रीमती लुम्बी, निवासी गांव बटाली, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0)।
4. श्री पदम दास पुत्र श्रीमती भागी, निवासी गांव झाकड़ी, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0)।
5. श्री सोहन लाल पुत्र श्रीमती भागी, निवासी गांव झाकड़ी, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0)।
6. श्री नेहरु पुत्र श्रीमती भागी, निवासी गांव झाकड़ी, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0)।
7. श्रीमती पींगला पुत्री श्रीमती भागी, निवासी गांव झाकड़ी, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0)।
8. श्रीमती गंगू पुत्री जिऊ हालाबाद पत्नी श्री सुब लाल नेगी, निवासी गांव सापनी, तहसील निचार, जिला किन्नौर (हि0 प्र0)।
9. श्री प्रशोतम पुत्र श्री रतन चन्द, निवासी गांव फुन्जा, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0)।
10. श्री सुधू पुत्र श्री टैणू, निवासी गांव मघारा, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0)।
11. श्री आगर दास पुत्र श्री बुद्धू, निवासी गांव मघारा, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0) प्रतिवादी।

दरखास्त तकसीम जेर धारा 123 हि0 प्र0 भू-राजस्व अधिनियम अराजी खाता मुशतरका खाता/खतौनी नं0 68/225 ता 240, कित्ता 62, रकबा तादादी 03-41-52 है0, बाका चक मघारा, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0)।

नोटिस बनाम आम जनता।

श्री रघू दास पुत्र श्री घुन्दी, निवासी गांव मघारा, डा0 दोफदा, ने अराजी खाता/खतौनी नं0 68/225 ता 240, कित्ता 62, रकबा तादादी 03-41-52 है0, बाका चक मघारा, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0) का तकसीम प्रकरण इस अदालत को बराये हुकमन तकसीम प्रस्तुत किया है, जो इस अदालत में

विचाराधीन है। प्रतिवादी नं० 1 ता 11 की तामील बार-बार समन जारी किया जाने के बावजूद भी असालतन नहीं हो पा रही है, जिस कारण इस अदालत को यकीन हो गया है कि इनकी तामील साधारण तरीके से होनी सम्भव प्रतीत नहीं होती है। उपरोक्त प्रतिवादी नं० 1 ता 11 की तामील असालतन न होने के कारण प्रकरण तकसीम लम्बित चला आ रहा है। अतः प्रतिवादी नं० 1 ता 11 को इस इशतहार द्वारा सूचित किया जाता है कि दिनांक 28-4-2015 को प्रातः 10.00 बजे असालतन या वकालतन पैरवी मुकद्दमा हेतु हाजिर अदालत आयें। हाजिर न आने की सूरत में यह समझा जाएगा कि तकसीम बारे प्रतिवादी का कोई एतराज नहीं है तथा यक तरफा कार्यवाही अमल में लाई जावेगी।

आज दिनांक 26-3-2015 को हमारे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर।

मुकेश शर्मा,  
सहायक समाहर्ता प्रथम श्रेणी,  
रामपुर बुशैहर, जिला शिमला (हि० प्र०)।

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ब अदालत श्री भगवान सिंह, कार्यकारी दण्डाधिकारी, रामपुर बुशैहर, जिला शिमला (हि० प्र०)

नं० मुकद्दमा : 26/2014

तारीख दायर : 28-7-2014

श्री सतीष कुमार पुत्र स्व० श्री भगवान दास, निवासी गांव पलजारा, तहसील रामपुर बुशैहर, जिला शिमला (हि० प्र०) वादी।

बनाम

आम जनता

प्रतिवादी।

प्रार्थना-पत्र जेर धारा 13(3) जनम एवं मृत्यु पंजीकरण अधिनियम, 1969.

नोटिस बनाम आम जनता।

श्री सतीष कुमार पुत्र स्व० श्री भगवान दास, निवासी गांव पलजारा, तहसील रामपुर बुशैहर, जिला शिमला (हि० प्र०) ने इस अदालत में प्रार्थना-पत्र मय शपथ-पत्र गुजारा है कि मुताबिक स्कूल अभिलेख आवेदक के पुत्र का नाम "मयंक भण्डारी" है परन्तु ग्राम पंचायत बाहली के अभिलेख में आवेदक के पुत्र का नाम "राहुल" दर्ज किया गया है जो सही नहीं है। आवेदक अपने पुत्र का नाम ग्राम पंचायत अभिलेख बाहली में राहुल के स्थान पर "मयंक भण्डारी" दुरुस्त करवाना चाहता है।

अतः इस इशतहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को उपरोक्त वादी के पुत्र का नाम स्थानीय पंचायत अभिलेख में "राहुल" के स्थान पर "मयंक भण्डारी" दुरुस्त करने बारे कोई आपत्ति हो तो दिनांक 25-4-2015 को या इससे पूर्व अदालत हजा में हाजिर आकर अपनी आपत्ति दर्ज करवा सकता है बाद गुजरने मियाद कोई भी उजर/एतराज काबिले समायत न होगा तथा नियमानुसार पंचायत अभिलेख में नाम दुरुस्ती के आदेश पारित किए जाएंगे।

आज दिनांक 14-3-2015 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर।

भगवान सिंह,  
कार्यकारी दण्डाधिकारी,  
रामपुर बुशैहर, जिला शिमला (हि० प्र०)।



नं0 मुकद्दमा : 20/2013

तारीख दायर : 31-5-2013

1. श्री बली राम पुत्र स्व0 श्री घेसू उर्फ केशव राम, निवासी गांव काशापाट, तहसील रामपुर बुशैहर, जिला शिमला (हि0प्र0)।
2. श्री राम लाल पुत्र स्व0 श्री घेसू उर्फ केशव राम, निवासी गांव काशापाट, तहसील रामपुर बुशैहर, जिला शिमला (हि0प्र0)।
3. श्रीमती बाई पत्नी स्व0 श्री घेसू उर्फ केशव राम, निवासी गांव काशापाट, तहसील रामपुर बुशैहर, जिला शिमला (हि0प्र0) वादीगण।

## बनाम

1. श्री शेर सिंह पुत्र श्री देवी सरन, निवासी गांव रुणपू डा0 किन्नू, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0)।
2. श्रीमती गंगी पुत्री स्व0 श्री सतन दास हाल पत्नी स्व0 श्री बतरी चन्द, निवासी गांव पाट, डा0 कण्डी, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0)।
3. श्री कैलाश चन्द पुत्र स्व0 श्री सतन दास, निवासी गांव व डा0 काशापाट, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0)। प्रतिवादी।

दरखास्त तकसीम जेर धारा 123 हि0 प्र0 भू-राजस्व अधिनियम अराजी खाता मुशतरका खाता/खतौनी नं0 68 मिन/224 ता 226, कित्ता 13, रकबा तादादी 01-39-03 है0, बाका चक काशा, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0)।

नोटिस बनाम आम जनता।

वादीगण नं0 1 ता 3 ने अराजी खाता/खतौनी नं0 68 मिन/224 ता 226, कित्ता 13, रकबा तादादी 01-39-03 है0, बाका चक काशा, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0) का तकसीम प्रकरण इस अदालत को बराये हुकमन तकसीम प्रस्तुत किया है, जो इस अदालत में विचाराधीन है। प्रतिवादी नं0 1 ता 3 की तामील बार-बार समन जारी किया जाने के बावजूद भी असालतन नहीं हो पा रही है, जिस कारण इस अदालत को यकीन हो गया है कि इनकी तामील साधारण तरीके से होनी सम्भव प्रतीत नहीं होती है। उपरोक्त प्रतिवादी नं0 1 ता 3 की तामील असालतन न होने के कारण प्रकरण तकसीम लम्बित चला आ रहा है। अतः प्रतिवादी नं0 1 ता 3 को इस इशतहार द्वारा सूचित किया जाता है कि दिनांक 25-4-2015 को प्रातः 10.00 बजे असालतन या वकालतन पैरवी मुकद्दमा हेतु हाजिर अदालत आये। हाजिर न आने की सूरत में यह समझा जाएगा कि इस तकसीम बारे उपरोक्त प्रतिवादी का कोई एतराज नहीं है तथा यक तरफा कार्यवाही अमल में लाई जावेगी।

आज दिनांक 13-3-2015 को हमारे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर।

हस्ताक्षरित/—  
सहायक समाहर्ता प्रथम श्रेणी,  
रामपुर बुशैहर, जिला शिमला (हि0 प्र0)।

ब अदालत श्री भगवान सिंह, सहायक समाहर्ता द्वितीय श्रेणी, रामपुर बुशैहर, जिला शिमला (हि0 प्र0)

नं0 मुकद्दमा : 27 / 2014

तारीख दायर : 27-8-2014

श्री विक्रम सिंह पुत्र श्री अमर सिंह, निवासी गांव नोगली, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0) वादी।

बनाम

आम जनता

प्रतिवादी।

दरखास्त (नाम दुरुस्ती) सेहत इन्द्राज अराजी खाता/खतौनी नं0 156/403, खसरा नं0 1556/139, रकबा तादादी 00-00-88 है0, वाका चक कुमसू, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0)

नोटिस बनाम आम जनता।

यह दरखास्त श्री विक्रम सिंह पुत्र श्री अमर सिंह, निवासी गांव नोगली, तहसील रामपुर बुशैहर, जिला शिमला (हि0 प्र0) ने इस आशय से प्रस्तुत की है कि अराजी खाता/खतौनी नं0 156/403, खसरा नं0 1556/139, रकबा तादादी 00-00-88 है0, वाका चक कुमसू, के कागजात माल में वादी का नाम हेपी पुत्र अमर सिंह दर्ज है, जो सही नहीं है, जबकि वादी के शैक्षणिक प्रमाण-पत्र, नकल परिवार रजिस्टर ग्राम पंचायत भड़ावली में विक्रम सिंह पुत्र अमर सिंह है। वादी अपना नाम उपरोक्त माल कागजात में हेपी पुत्र अमर सिंह के स्थान पर विक्रम सिंह दर्ज करवाना चाहता है।

अतः इस इशतहार द्वारा सर्वसाधारण को सूचित किया जाता है कि यदि किसी व्यक्ति को वादी का नाम उपरोक्त माल कागजात में हेपी पुत्र अमर सिंह के स्थान पर विक्रम सिंह पुत्र अमर सिंह दर्ज करने बारे कोई आपत्ति हो तो दिनांक 25-4-2015 को या इससे पूर्व अदालत हजा में हाजिर आकर अपनी आपत्ति दर्ज करवा सकता है। बाद गुजरने मियाद कोई भी उजर/एतराज काबिले समायत न होगा तथा नियमानुसार वादी का नाम माल कागजात में नाम दुरुस्त करने के आदेश पारित किए जाएंगे।

आज दिनांक 14-3-2015 को मेरे हस्ताक्षर व मोहर अदालत से जारी किया गया।

मोहर।

भगवान सिंह,  
सहायक समाहर्ता द्वितीय श्रेणी,  
रामपुर बुशैहर, जिला शिमला (हि0 प्र0)।

### CHANGE OF NAME

I, Sukhbir Singh s/o Shri K.P. Singh, permanent resident of H.No. 76/3, Vasant Vihar colony, Bye-pass Solan, P.O. Saproon, Tehsil & District Solan (H.P.) have changed the name of my minor son from Yash Thakur to Yaduvendra Singh for all purposes. All concerned may please note.

SUKHBIR SINGH,  
s/o Shri K.P. Singh, permanent resident of H.No. 76/3,  
Vasant Vihar colony, Bye-pass Solan, P.O. Saproon,  
Tehsil & District Solan (H.P.).